



**STATE OF TENNESSEE
FINANCE & ADMINISTRATION
OFFICE FOR INFORMATION RESOURCES
TELECOMMUNICATIONS**

**REQUEST FOR PROPOSALS
FOR
PAYPHONE SERVICES**

RFP Number: 317.03.103-04 REISSUE

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1 INTRODUCTION

1.1 Statement of Purpose

The purpose of this Request for Proposals (RFP) is to define the State's minimum requirements, solicit proposals, and gain adequate information by which the State may evaluate the services offered by Proposers.

The State of Tennessee, Department of Finance and Administration, Office for Information Resources, Data Networking and Telecommunications Division, hereinafter referred to as the State, intends to secure a contract for the supply of payphones and associated services for all locations within the State of Tennessee designated by OIR-Telecommunications.

It is the intention of the State to have a statewide turnkey payphone services prime Contractor who may have sub-contractors to engineer, provide, and install pay phones/stations including TDD, local service, intraLATA and interLATA long distance service, directory assistance, operator assistance and maintenance. The Contractor shall provide enclosures, concrete pads, poles, pedestals, light fixtures, light bulbs and bear the full cost of installation and maintenance of AC electrical service required for the lighting of enclosures as required. The anticipated start date of the contract is November 26, 2003. It is the desire of the State that by December 31, 2003, all locations and equipment listed in Attachment 9.8 will be installed under the contract pursuant to this RFP. In any event, all locations, and equipment listed in Attachment 9.8 must be installed by January 15, 2004. Existing locations of TDD units shall remain. Attachment 9.8 lists the payphone locations and our best list of equipment at each. Assume that a TDD is installed at all locations noting TDD, TDD bracket or other TDD equipment.

Installation / Conversion shall take place in reverse revenue order changing those locations with unknown revenue first and then lowest revenue to highest revenue locations. 12 months of revenue history can be found in Attachment 9.10.

Existing payphone services for the State are provided by BellSouth Public Communications, Inc. IntraLATA services (local calling and intraLATA long distance) and interLATA long distance are supplied by BellSouth chosen contractors and sub-contractors. BellSouth will cease provisioning of all payphone services 12/31/03.

All Proposers must be presently authorized to operate a payphone service within the State of Tennessee prior to submission of a proposal and should furnish their Tennessee Regulatory Authority (TRA) Authorization Number and attach a copy of the same authorization in their proposal.

All installations and services proposed under this RFP must meet fully the rules of the Tennessee Regulatory Authority, Division of Public Utilities, Chapter 1220-4-2, Regulations for Telephone Companies. These regulations can be found on the internet at www.state.tn.us. From this address select Tennessee State Homepage. Go to the Directories and select A to Z Departments and Agencies. Page through this directory and select Tennessee Regulatory Authority. At the TRA homepage, select TRA Rules; page down to 1220-4-2 and select these rules.

The Contractor will pay the State a commission on all services whether sent-paid (coins in the box) or collect (credit card, third number or collect to called party) from all installed payphones. Established industry rates will be charged for all calls and will be subject to prior approval by the State.

In the past, pay phones have been viewed as profit making services. Cell phone technology has significantly reduced pay phone usage, rendering many locations that once were profitable, now liabilities. Safety and visitor accommodation needs dictate pay phone presence at many State locations that are no longer profitable. The State will pay the contractor for payphones generating less than a predetermined amount. The State would like to see a cost proposal that takes the monthly revenue of the individual payphone into consideration and bills on a sliding profitability scale. The State will consider all cost proposals. 12 months of revenue history information can be found in Attachment 9.10.

The long distance rates charged under this contract shall not exceed the actual rates, charges and surcharges that would have been applied to the call had it been completed by BellSouth (local, intraLATA/intrastate or intraLATA/interstate) or AT&T (interLATA/intrastate or interLATA/Interstate) based on call type, distance, duration, time of day and day of week.

These maximum long distance rates have been established to protect the citizens of the State of Tennessee from paying excessive rates for utilizing public payphones. The State realizes that Proposers may charge less than the maximum allowable rates, and in doing so the revenue to the State would be decreased. This is acceptable to the State since it meets our dual objectives of revenue generation and reasonable end user rates. Rate changes must be implemented within 30 days after State approval at no cost to the State.

At the present time the payphones installed at State locations are "smart payphones". The State's end-users of payphones are accustomed to the look, feel, and quality level of established smart payphones provided BellSouth. Any payphone equipment and payphone accessories proposed shall meet this quality. Any existing payphone equipment (signs, lights, sets, enclosures, etc.) that is replaced as a result of this RFP shall be replaced with equipment of comparable function and appearance (i.e., flush mount replaced by flush mount). The Proposer must receive approval from the State of all field equipment and prior authorization from the State for changes, moves, adds and deletes of equipment.

The Proposer's service shall utilize touch-tone signaling and should have amplification with volume controls. The Proposer shall provide callers with control of the keypad throughout the call duration in order to facilitate access to call and voice processing services provided by other sources

All payphones equipped with TDD units shall have the UltraTec model number M240 FS units, or equivalent.

Proposers are reminded that they will be responsible for all installations and maintenance of payphone and TDD equipment and services and the State shall not be held responsible for any damages inflicted to these devices by the public.

The Proposer shall bear all responsibility for bringing all payphone equipment located at state agency locations into complete adherence with any and all standards established in the Americans with Disabilities Act for all existing and new installations. No "Grandfathering" of existing TDD locations shall be allowed. The Proposer is responsible for ADA adherence during the entire term of the contract.

The quality of transmission for Contractor calls should be comparable to that of present service provided by AT&T and BellSouth.

BellSouth Public Communications, Inc., the State's current contractor, will not submit a proposal to this RFP. They have indicated a willingness to sell existing payphone equipment. At the proposer's discretion, BellSouth can be contacted by calling Rob Corn at 205-943-2866.

1.2 Scope of Service

Section A of the *pro forma* contract, included in Section 8 of this RFP, details the scope of services and deliverables that the State requires.

The *pro forma* contract also includes the terms and conditions required by the State.

1.3 Contract Duration

The State intends to enter into a contract with an effective period of November 26, 2003 through November 25, 2006.

The State reserves the right to extend this Contract for an additional period or periods of time representing increments of no more than one year and a total contract term of no more than five (5) years, provided that the State notifies the Contractor in writing of its intention to do so at least ninety (90) days prior to the contract expiration date. An extension of the term of this Contract will be effected through an amendment to the Contract. If the extension of the Contract necessitates additional funding beyond that which was included in the original Contract, the increase in the State's maximum liability will also be effected through an amendment to the Contract and shall be based upon rates provided for in the original contract and proposal.

1.4 Letter of Intent to Propose

A letter indicating a vendor's intent to respond to this RFP with a proposal should be sent to the RFP Coordinator (refer to Section 3.1) no later than the *Letter of Intent to Propose* deadline date detailed in the Section 2, RFP Schedule of Events. *Letters of Intent to Propose* may be delivered by facsimile transmission. Vendors may withdraw their *Letters of Intent to Propose* at any time before the deadline for submitting a proposal.

The following information should be included in the *Letter of Intent to Propose*:

- Vendor Name
- Name and Title of Vendor Main Contact
- Address, Telephone Number, and Facsimile Number of Vendor Main Contact
- Signed Statement of Intent to Propose

Submittal of a *Letter of Intent to Propose*, by the specified deadline, is not a prerequisite for submitting a proposal, but it is necessary to ensure a vendor's receipt of RFP amendments and other communications regarding the RFP.

1.5 Proposal Deadline

Proposals shall be submitted no later than the Proposal Deadline time and date detailed in the Section 2, RFP Schedule of Events. Proposers shall respond to the written RFP and any exhibits, attachments, or amendments. A Proposer's failure to submit a proposal as required before the deadline shall cause the proposal to be disqualified.

Proposers assume the risk of the method of dispatch chosen. The State assumes no responsibility for delays caused by any delivery service. Postmarking by the due date shall not substitute for actual proposal receipt by the State. Late proposals shall not be accepted nor shall additional time be granted to any potential Proposer.

Proposals may not be delivered orally, by facsimile transmission, or by other telecommunication or electronic means.

1.6 Nondiscrimination

No person shall be excluded from participation in, be denied benefits of, be discriminated against in the admission or access to, or be discriminated against in treatment or employment in the State's contracted programs or activities on the grounds of disability, age, race, color, religion, sex, national origin, or any other classification protected by federal or Tennessee State Constitutional or statutory law; nor shall they be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of contracts with the State or in the employment practices of the State's contractors. Accordingly, all vendors entering into contracts with the State shall, upon request, be required to show proof of such nondiscrimination and to post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

The State has designated the following to coordinate compliance with the nondiscrimination requirements of the State of Tennessee, Title VI of the Civil Rights Act of 1964, the Americans with Disabilities Act of 1990, and applicable federal regulations:

Buddy Lea, Director of Resource Development and Support
12th floor, William R. Snodgrass Tennessee Tower
312 8th Avenue North
Nashville, TN37243
(615) 741-7662

1.7 Assistance to Proposers With a Disability

Proposers with a disability may receive accommodation regarding the means of communicating this RFP and participating in this procurement process. Proposers with a disability should contact the RFP Coordinator to request reasonable accommodation no later than the deadline for accommodation requests detailed in the Section 2, RFP Schedule of Events.

2 RFP SCHEDULE OF EVENTS

The following RFP Schedule of Events represents the State's best estimate of the schedule that shall be followed. Unless otherwise specified, the time of day for the following events shall be between 8:00 a.m. and 4:30 p.m., Central Time.

The State reserves the right, at its sole discretion, to adjust this schedule as it deems necessary. Notification of any adjustment to the Schedule of Events shall be provided to all vendors that submitted a *Letter of Intent to Propose*.

	EVENT	DATE	CENTRAL TIME
1	State Issues RFP	10/23/03	
2	Deadline for Proposers with a Disability to Make Accommodation Requests	10/27/03	
3	Pre-proposal Conference	N/A	
4	Deadline for <i>Letter of Intent to Propose</i>	10/27/03	
5	Deadline for Written Comments	10/29/03	
6	State Issues Responses to Written Comments	10/31/03	
7	Deadline for Submitting a Proposal <u>and</u> State Opens Technical Proposals	11/5/03	2:00 PM
8	State Completes Technical Evaluations	11/7/03	
9	State Opens Cost Proposal	11/10/03	9:00 AM
10	State Completes Cost Evaluations	11/10/03	
11	State Sends a written Evaluation Notice to Proposers <u>and</u> State Opens RFP Files for Public Inspection	11/12/03	9:00 AM
12	Conclusion of Contract Negotiation, and Contract Signing	11/24/03	
13	Anticipated Contract Start Date	11/26/03	
14	Deadline for Performance Bond (failure to submit the performance bond as required shall result in contract termination)	12/03/03	

3 GENERAL REQUIREMENTS AND INFORMATION

3.1 RFP Coordinator

The following RFP Coordinator shall be the main point of contact for this RFP.

Leslie Humphreys
 Department of Finance and Administration
 Office for Information Resources
 312 8th Avenue North
 Suite 1600
 Nashville, TN 37243
 Telephone: (615) 741-9664
 FAX: (615) 532-0471
 Email: Leslie.Tipton.Humphreys@state.tn.us

3.2 RFP Number

The State has assigned the following RFP identification number that must be referenced in all communications regarding the RFP:

RFP 317.03.103-04 REISSUE

3.3 Communications Regarding the RFP

- 3.3.1 Upon release of this RFP, all vendor communications concerning this procurement must be directed to the RFP Coordinator. Unauthorized contact regarding the RFP with other State employees of the procuring state agency may result in disqualification.
- 3.3.2 All communications should be in writing to the RFP Coordinator. Any oral communications shall be considered unofficial and nonbinding on the State. Written Comments, including questions and requests for clarification, must cite the subject RFP number. The RFP Coordinator must receive these written requests by the deadline specified in the RFP Schedule of Events.
- 3.3.3 Any communication regarding this RFP sent by facsimile transmission must also be sent by United States mail on the same date.
- 3.3.4 The State shall respond in writing to written communications. Such response shall constitute an amendment to the RFP. Only written responses to written communications shall be considered official and binding upon the state. The State reserves the right, at its sole discretion, to determine appropriate and adequate responses to written comments, questions, and requests for clarification.
- 3.3.5 The State shall mail copies of its written responses to written comments, to all vendors submitting a *Letter of Intent to Propose*.
- 3.3.6 Any data or factual information provided by the State shall be deemed for informational purposes only, and if a proposer relies on said factual information it should either:
- a) independently verify the information; or
 - b) obtain the State's written consent to rely thereon.

3.4 Required Review and Waiver of Objections by Proposers

Proposers should carefully review this RFP and all attachments, including but not limited to the *pro forma* contract, for comments, questions, defects, objections, or any other matter requiring clarification or correction (collectively called “comments”). Comments concerning RFP objections must be made in writing and received by the State no later than the Deadline for Written Comments detailed in the Section 2, RFP Schedule of Events. This will allow issuance of any necessary amendments and help prevent the opening of defective proposals upon which contract award could not be made.

Protests based on any objection shall be considered waived and invalid if these comments and objections have not been brought to the attention of the State, in writing, by the Deadline for Written Comments.

3.5 Proposal Submittal

3.5.1 Proposers shall respond to this RFP with a Technical Proposal and a Cost Proposal. No pricing information shall be included in the Technical Proposal.

Inclusion of Cost Proposal amounts in the Technical Proposal shall make the proposal nonresponsive.

One (1) original and five (5) copies of the Technical Proposal shall be submitted to the State in a sealed package and be clearly marked:

“Technical Proposal in Response to RFP-317.03.103-04 REISSUE-- Do Not Open”

One (1) Cost Proposal shall be submitted to the State as a separate, sealed package and clearly marked:

“Cost Proposal in Response to RFP-317.03.103-04 REISSUE -- Do Not Open”

Please note that the cost proposal in response to RFP-317.03.103-04 REISSUE is a cumulative cost proposal consisting of attachments 9.2, 9.2A, 9.2B, and 9.2C of this RFP. The entire cumulative cost proposal package including all attachments must be submitted to the State as a separate, sealed package and clearly marked:

“Cost Proposal in Response to RFP-317.03.103-04 REISSUE-- Do Not Open”

If the separately sealed proposals, marked as required above, are enclosed in another container for mailing purposes, the outermost container must fully describe the contents of the package and must be clearly marked:

“Contains Separately Sealed Technical and Cost Proposals”

3.5.2 All proposals must be submitted to the RFP Coordinator at the following address by the date and time identified as the Deadline for Submitting a Proposal in the RFP Schedule of Events.

Department of Finance and Administration
Office for Information Resources
312 8th Avenue North
Suite 1600
Nashville, TN 37243

3.6 Proposal Preparation Costs

The State shall not pay any costs associated with the preparation, submittal, or presentation of any proposal.

3.7 Proposal Withdrawal

To withdraw a proposal, the vendor must submit a written request, signed by an authorized representative, to the RFP Coordinator. After withdrawing a previously submitted proposal, the vendor may submit another proposal at any time up to the deadline for submitting proposals.

3.8 Proposal Amendment

The State shall not accept any amendments, revisions, or alterations to proposals after the deadline for proposal submittal unless such is formally requested, in writing, by the State.

3.9 Proposal Errors

Proposers are liable for all errors or omissions contained in their proposals. Proposers shall not be allowed to alter proposal documents after the deadline for submitting a proposal.

3.10 Incorrect Proposal Information

If the state determines that a proposer has provided, for consideration in the evaluation process or contract negotiations, incorrect information which the proposer knew or should have known was materially incorrect, that proposal shall be determined non-responsive, and the proposal shall be rejected.

3.11 Prohibition of Proposer Terms and Conditions

A Proposer may not submit the Proposer's own contract terms and conditions in a response to this RFP. If a proposal contains such terms and conditions, the State, at its sole discretion, may determine the proposal to be a nonresponsive counteroffer, and the proposal may be rejected.

3.12 Assignment and Subcontracting

3.12.1 The Contractor may not subcontract, transfer, or assign any portion of the contract without prior, written approval from the State. Each subcontractor must be approved in writing by the State. The substitution of one subcontractor for another may be made only at the discretion of the State and with prior, written approval from the State.

3.12.2 Notwithstanding the use of approved subcontractors, the Proposer, if awarded a contract under this RFP, shall be the prime contractor and shall be responsible for all work performed.

3.13 Right to Refuse Personnel

The State reserves the right to refuse, at its sole discretion, any subcontractors or any personnel provided by the prime contractor or its subcontractors.

3.14 Proposal of Alternate Services

Proposals of alternate services (*i.e.*, proposals that offer something different from that requested by the RFP) shall be considered nonresponsive and rejected.

3.15 Proposal of Additional Services

If a Proposer indicates an offer of services in addition to those required by and described in this RFP, these additional services may be added to the contract before contract signing at the sole discretion of the State.

The cost for any such additional services must be incorporated into the required cost amount(s) provided in the Cost Proposal so that all proposals may be equitably evaluated. The Proposer shall not propose unrequested rates as separate, additional rates for additional services. (Refer to Section 5.3 of this RFP for Cost Proposal requirements.)

3.16 Independent Price Determination

- 3.16.1 A proposal shall be disqualified and rejected by the State if the price in the proposal was not arrived at independently without collusion, consultation, communication, or agreement as to any matter relating to such prices with any other Proposer, a State employee, or any competitor.
- 3.16.2 The Proposer is prohibited from submitting more than one proposal. Submittal of more than one proposal shall result in the disqualification of the Proposer.
- 3.16.3 The Proposer is prohibited from submitting multiple proposals in a different form (i.e., as a prime contractor and as a subcontractor to another prime contractor). Submittal of multiple proposals in a different form may result in the disqualification of all Proposers associated with a multiple proposal.
- 3.16.4 Should any such prohibited action detailed in Sections 3.16.1, 3.16.2, and 3.16.3 be detected any time during the term of the contract, such action shall be considered a material breach and grounds for contract termination.

3.17 Insurance

The apparent successful Proposer may be required to provide proof of adequate worker's compensation and public liability insurance coverage before entering into a contract. Additionally, the State may, at its sole discretion, require the apparent successful Proposer to provide proof of adequate professional malpractice liability or other forms of insurance. Failure to provide evidence of such insurance coverage is a material breach and grounds for termination of the contract negotiations. Any insurance required by the State shall be in form and substance acceptable to the State.

3.18 Licensure

Before a contract pursuant to this RFP is signed, the Vendor must hold all necessary, applicable business and professional licenses. The State may require any or all Proposers to submit evidence of proper licensure.

3.19 Conflict of Interest and Proposal Restrictions

- 3.19.1 By submitting a proposal, the Proposer certifies that no amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Proposer in connection with the procurement under this RFP.

Notwithstanding this restriction, nothing in this RFP shall be construed to prohibit a state agency or other governmental entity from making a proposal, being considered for award, or being awarded a contract under this RFP.

- 3.19.2 State agencies shall not contract with an individual who is, or within the past six months has been, an employee of the State of Tennessee. An individual shall be deemed a State employee until such time as all salary, termination pay, and compensations representing annual or compensatory leave have been paid by the State. A contract with a company in which a controlling interest is held by a State employee shall be considered to be a contract with said individual and shall be prohibited.
- 3.19.3 Any individual, company, or other entity involved in assisting the State in the development, formulation, or drafting of this RFP or its scope of services shall be considered to have been given information that would afford an unfair advantage over other Proposers, and said individual, company, or other entity may not submit a proposal in response to this RFP.
- 3.20 RFP Amendment and Cancellation
- The State reserves the unilateral right to amend this RFP in writing at any time. The State also reserves the right to cancel or reissue the RFP at its sole discretion. If an amendment is issued it shall be provided to all vendors submitting a *Letter of Intent to Propose*. Proposers shall respond to the final written RFP and any exhibits, attachments, and amendments.
- 3.21 Right of Rejection
- 3.21.1 The State reserves the right, at its sole discretion, to reject any and all proposals or to cancel this RFP in its entirety.
- 3.21.2 Any proposal received which does not meet the requirements of this RFP may be considered to be nonresponsive, and the proposal may be rejected. Proposers must comply with all of the terms of this RFP and all applicable State laws and regulations. The State may reject any proposal that does not comply with all of the terms, conditions, and performance requirements of this RFP.
- 3.21.3 Proposers may not restrict the rights of the State or otherwise qualify their proposals. If a Proposer does so, the State may determine the proposal to be a nonresponsive counteroffer, and the proposal may be rejected.
- 3.21.4 The State reserves the right, at its sole discretion, to waive variances in technical proposals provided such action is in the best interest of the State. Where the State waives minor variances in proposals, such waiver does not modify the RFP requirements or excuse the proposer from full compliance with the RFP. Notwithstanding any minor variance, the State may hold any Proposer to strict compliance with the RFP.
- 3.22 Disclosure of Proposal Contents
- All proposals and other materials submitted in response to this RFP procurement process become the property of the State of Tennessee. Selection or rejection of a proposal does not affect this right. All proposal information, including detailed price and cost information, shall be held in confidence during the evaluation process. Upon the completion of the evaluation of proposals, indicated by public release of an Evaluation Notice, the proposals and associated materials shall be open for review by the public in accordance with **Tennessee Code Annotated**, Section 10-7-504(a)(7). By submitting a proposal, the Proposer acknowledges and accepts that the full contents of the proposal and associated documents shall become open to public inspection.
- 3.23 Severability
- If any provision of this RFP is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected; and, the rights and

obligations of the State and Proposers shall be construed and enforced as if the RFP did not contain the particular provision held to be invalid.

4 SPECIAL REQUIREMENTS

4.1 Location and Work Space

The work under this RFP is to be performed, completed, and managed at the proposer's office and designated State payphone locations. The State shall not provide work-space for the Contractor. All work performed on the State's premises shall be completed during the State's standard business hours.

4.2 Performance Bond

The State shall require a performance bond upon approval of a contract pursuant to this RFP. The amount of the performance bond must be in the sum of one hundred thousand dollars (\$100,000.00).

The successful Proposer shall obtain the required performance bond in form and substance acceptable to the State (as detailed by Attachment 9.7 of this RFP) and provide it to the State no later than December 3, 2003. Failure to provide the performance bond prior to the deadline as required shall result in contract termination.

In lieu of a performance bond, a surety deposit, in the sum of one hundred thousand dollars (\$100,000.00), may be substituted if approved by the State prior to its submittal.

4.3 Installation / Conversion Schedule

Installation / Conversion shall take place in reverse revenue order changing payphone with unknown revenue first and then lowest revenue to highest revenue payphone locations. 12 months of revenue history can be found in Attachment 9.10.

5 PROPOSAL FORMAT AND CONTENT

5.1 General Proposal Requirements

5.1.1 The State discourages lengthy and costly proposals. Proposals should be prepared simply and economically and provide a straightforward, concise description of the Proposer's capabilities to satisfy the requirements of this RFP. Emphasis should be on completeness and clarity of content.

5.1.2 Proposers must follow all formats and address all portions of the RFP set forth herein providing all information requested. Proposers may retype or duplicate any portion of this RFP for use in responding to the RFP, provided that the proposal clearly addresses all of the State's information requirements.

5.1.3 Proposers must respond to every subsection under the Technical Proposal and Cost Proposal sections below. Proposers must label each response to RFP requirements with the section and subsection numbers associated with the subject requirement in this RFP (e.g., the response to the third requirement of the Proposal Transmittal Letter would be labeled 5.2.1.3).

Failure to follow the specified format, to label the responses correctly, or to address all of the subsections may, at the State's sole discretion, result in the rejection of the Proposal.

Proposals must not contain extraneous information. All information presented in a Proposal must be relevant in response to a requirement of this RFP, must be clearly labeled, and, if not incorporated into the body of the Proposal itself, must be referenced to and from the appropriate place within the body of the Proposal. Any information not meeting these criteria shall be deemed extraneous and shall in no way contribute to the evaluation process.

5.1.4 Proposals shall be prepared on standard 8 1/2" x 11" paper. Foldouts containing charts, spread sheets, and oversize exhibits are permissible. All responses, as well as any reference material presented, must be written in English. All monetary amounts must be detailed in United States currency. All proposal pages must be numbered.

5.1.5 Proposers shall divide their responses to this RFP into a Technical Proposal and a Cost Proposal and submit them in accordance with Section 3.5 of this RFP by the Deadline for Submitting a Proposal in the RFP Schedule of Events.

Cost Proposal and pricing information shall **not** be included in the Technical Proposal. Inclusion of Cost Proposal dollar amounts in the Technical Proposal shall make the proposal nonresponsive and the proposal shall be rejected.

5.2 Technical Proposal

The Technical Proposal shall be divided into the following sections:

Proposal Transmittal Letter;

Mandatory Proposer Qualifications;

General Proposer Qualifications and Experience;

Technical Approach;

If a proposal fails to detail and address each of the requirements detailed herein, the State may determine the proposal to be nonresponsive and reject it.

- 5.2.1 Proposal Transmittal Letter. The Technical Proposal must provide a written transmittal and offer of the proposal in the form of a standard business letter. The Proposal Transmittal Letter shall reference and respond to the following subsections in sequence and attach corresponding documentation as required. Each proposal must meet the Proposal Transmittal Letter requirements and provide all required documentation. A Proposal Transmittal Letter is mandatory, and failure to provide the information as required may result in the proposal being considered nonresponsive and rejected.
- 5.2.1.1 The letter shall be signed by a company officer empowered to bind the proposing vendor to the provisions of this RFP and any contract awarded pursuant to it; if said individual is not the company president, the letter shall attach evidence showing authority to bind the company.
- 5.2.1.2 The letter shall state that the proposal remains valid for at least ninety (90) days subsequent to the date of the Cost Proposal opening and thereafter in accordance with any resulting contract between the Proposer and the State.
- 5.2.1.3 The letter shall provide the complete name and Social Security Number of the individual or the legal entity name and Federal Employer Identification Number of the firm making the proposal.
- 5.2.1.4 The letter shall provide the name, mailing address, and telephone number of the person the State should contact regarding the proposal.
- 5.2.1.5 The letter shall state whether the Proposer intends to use subcontractors — if so, clearly identify the names of the subcontractors along with complete mailing addresses and the scope and portions of the work the subcontractors shall perform. (NOTE: The Contractor must obtain written approval from the State prior to the use of any subcontractors.)
- 5.2.1.6 The letter shall state whether the Proposer or any individual who shall perform work under the contract has a possible conflict of interest (e.g., employment by the State of Tennessee) and, if so, the nature of that conflict. The State reserves the right to cancel an award if any interest disclosed from any source could either give the appearance of a conflict of interest or cause speculation as to the objectivity of the offeror. Such determination regarding any questions of conflict of interest shall be solely within the discretion of the State.
- 5.2.2 Mandatory Proposer Qualifications. Technical Proposals shall provide responses and documentation, as required, that indicate that the Proposer has met the Mandatory Proposer Qualifications requirements. Any Proposal which does not meet the mandatory requirements and provide all required documentation may be considered nonresponsive, and the proposal may be rejected.

Technical Proposals shall provide the following information (referencing the subsections in sequence):

- 5.2.2.1 Written confirmation that the Proposer shall comply with all of the provisions in this RFP and shall accept all terms and conditions set out in the *pro forma* contract in Section 8 of this RFP. (NOTE: If the Proposal fails to provide said confirmation without exception or qualification, the State, at its sole discretion, may determine the proposal to be a nonresponsive counteroffer, and the proposal may be rejected.)
- 5.2.2.2 Written certification and assurance of the Proposer's compliance with:
- a) the laws of the State of Tennessee;
 - b) Title VI of the federal Civil Rights Act of 1964;
 - c) Title IX of the federal Education Amendments Act of 1972;
 - d) the Equal Employment Opportunity Act and the regulations issued thereunder by the federal government;

- e) the Americans with Disabilities Act of 1990 and the regulations issued thereunder by the federal government;
- f) the condition that the submitted proposal was independently arrived at, without collusion, under penalty of perjury; and,
- g) the condition that no amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Proposer in connection with the Procurement under this RFP.

(Use Attachment 9.1, Certification of Compliance)

5.2.2.3 Documentation of financial responsibility and stability; said documentation shall include:

5.2.2.3.1 A current written bank reference, in the form of a standard business letter, indicating that the proposer's business relationship with the financial institution is in positive standing

5.2.2.3.2 two current written, positive credit references, in the form of standard business letters, from vendors with which the proposer has done business; in lieu of such, documentation of a positive credit rating determined by a accredited credit bureau within the last 6 months, and

5.2.2.3.3 a copy of a valid certificate of insurance indicating liability insurance in the amount of at least one million dollars (\$1,000,000).

5.2.2.4 written confirmation that the proposer will provide a performance bond in accordance with the requirements of the RFP.

5.2.2.5 Tennessee Regulatory Authority (TRA) Authorization Number and a copy of the same authorization to operate a payphone service within the State of Tennessee.

5.2.3 General Proposer Qualifications and Experience. Technical Proposals shall provide the following information (referencing the subsections in sequence) to evidence the Proposer's experience in delivering services similar to those required by this RFP:

5.2.3.1 a brief, descriptive statement indicating the Proposer's credentials to deliver the services sought under this RFP;

5.2.3.2 a brief description of the Proposer's background and organizational history;

5.2.3.3 years in business;

5.2.3.4 a brief statement of how long the Proposer has been performing the services required by this RFP;

5.2.3.5 location of offices;

5.2.3.6 a description of the Proposer organization's number of employees, longevity, client base;

5.2.3.7 whether there have been any mergers, acquisitions, or sales of the Proposer company within the last ten years (if so, an explanation providing relevant details);

5.2.3.8 form of business (*i.e.*, individual, sole proprietor, corporation, non-profit corporation, partnership, joint venture, limited liability company, *et cetera*);

5.2.3.9 a statement as to whether the Proposer or any of the Proposer's employees, agents, independent contractors, or subcontractors have been convicted of, pled guilty to, or pled *nolo contendere* to any felony; and if so, an explanation providing relevant details;

- 5.2.3.10 a statement as to whether there is any pending litigation against the Proposer; and if such litigation exists, attach an opinion of counsel as to whether the pending litigation will impair the Proposer's performance in a contract under this RFP;
- 5.2.3.11 a statement as to whether, in the last ten years, the Proposer has filed (or had filed against it) any bankruptcy or insolvency proceeding, whether voluntary or involuntary, or undergone the appointment of a receiver, trustee, or assignee for the benefit of creditors; and if so, an explanation providing relevant details;
- 5.2.3.12 an organizational chart highlighting the key people who shall be assigned to accomplish the work required by this RFP and illustrating the lines of authority and designate the individual responsible for the completion of each service component and deliverable of the RFP;
- 5.2.3.13 a narrative description of the proposed project team, its members, and organizational structure;
- 5.2.3.14 a personnel roster and resumes of key people who shall be assigned by the Proposer to perform duties or services under the contract (include estimated number of hours to be worked on the contract for each person, and the resumes shall detail each individual's title, education, current position with the Proposer, and employment history);
- 5.2.3.15 customer references for similar projects representing both three of the larger accounts currently serviced by the vendor and three completed projects— each reference must include:
 - a) the company name and business address;
 - b) the name, title, and telephone number of the company contact knowledgeable about the project work; and
 - c) a brief description of the service provided and the period of service.
- 5.2.3.16 a list, if any, of all current contractual relationships with the State of Tennessee and all those completed within the previous five year period— the list must include:
 - a) the contract number;
 - b) the contract term; and
 - c) the procuring state agency for each reference.

(NOTE: Current or prior contracts with the State are NOT a prerequisite to being awarded the maximum available points for the Proposer Qualifications and Experience category. The existence of such current or prior contractual relationships will not automatically result in the addition or deduction of evaluation points. Any such current or prior contractual relationships, like those detailed pursuant to Section 5.2.3.15., shall be generally considered in awarding Proposer Qualifications and Experience category points.)

- 5.2.4 Technical Approach. The Proposer shall describe the vendor's plans and approach for accomplishing the work requested. The information provided shall be in enough detail to enable the State to ascertain the Proposer's understanding of the effort to be accomplished and should outline the steps in the total service proposed. Technical Proposals shall provide the following narrative information (referencing the subsections in sequence) to evidence the suitability of the Proposer's technical approach to delivering the services sought under this RFP:
 - 5.2.4.1 Proposers must provide a comprehensive narrative, captioned "Project Understanding," that illustrates the vendor's understanding of the State's requirements and project schedule.

- 5.2.4.2 Proposers must provide a comprehensive narrative, captioned "Project Approach," that illustrates how the Proposer will complete the scope of services, accomplish required objectives, and meet the State's project schedule. The Proposer must also include their methodology for call timing including minimum call duration billed and the increments of billing over the minimum.
- 5.2.4.3 Proposers must provide a comprehensive narrative, captioned "Project Management," that illustrates how the Proposer will manage the project, ensure completion of the scope of services, and accomplish required objectives within the State's project schedule.
- 5.2.4.4 Proposers must advise what will be the minimum call duration billed and the increments of billing over the minimum.
- 5.3 Cost Proposal
- 5.3.1 The Cost Proposal shall be submitted to the State in a separate, sealed package from the Technical proposal.
- 5.3.2 The Cost Proposal required format is provided in Cumulative Attachment 9.2, and the Cost Proposal must be recorded on an exact duplicate thereof. Cumulative Attachment 9.2 includes Attachments 9.2, 9.2A, 9.2B, and 9.2C.
- 5.3.3 The Cost Proposal shall specifically record the exact cost amounts proposed in the appropriate space as required by Attachments 9.2, 9.2A, 9.2B and 9.2C. Said proposed cost shall incorporate all cost for the proposed scope of services for the total contract period. Attachment 9.2C requires the Proposer to record a commission percentage. This percentage is the percentage of the Contractor's total revenue from all State payphones.
- 5.3.4 The Cost Proposal shall record only the proposed cost as required, and shall not record any other rates, amounts, or information. It shall not record any text that could be construed as a qualification of the cost amounts proposed. If the Proposer fails to specify the Cost Proposal as required, the State shall determine the proposal to be nonresponsive and reject it.
- 5.3.5 The State envisions a cost proposal that takes into consideration the monthly revenue of the individual payphone when billing a monthly rate for equipment and services. Ideally, a monthly billing would be done on a sliding scale based on the profitability of each payphone. The State will consider all cost proposals. Twelve (12) months of payphone revenue history can be found in Attachment 9.10.
- 5.3.6 If the Proposer proposes a monthly rate reduction based on monthly payphone revenue, the Proposer must provide its methodology for the reduction.
- 5.3.7 The Proposer shall complete the Monthly and Add, Move, Change Cost Proposal Evaluation Model defined in Attachment 9.9. The Cost Proposal Evaluation Model is based on representative items needed under this contract, but may not include all possible items identified in the Monthly and Add, Move, Change Cost Proposals.
- Each cost item in the Cost Proposal Evaluation Model must be identified in the Monthly and Add, Move, Change Cost Proposals. An item in the Cost Proposal Evaluation Model that is a no charge item should be entered as 0 (zero) in the model. If a cost item in the cost proposals is listed differently on the model, the cost proposals will rule.
- 5.3.8 The Proposer must sign and date the Cost Proposal.

6 EVALUATION AND CONTRACTOR SELECTION

6.1 Proposal Evaluation Categories and Maximum Points

The categories that shall be considered in the evaluation of proposals are Qualifications and Experience, Technical Approach, and Cost. The maximum points that shall be awarded for each of these categories are:

CATEGORIES	MAXIMUM POINTS POSSIBLE
General Proposer Qualifications and Experience	25
Technical Approach	25
Monthly Cost Proposal	15
Initial Installation/Conversion Cost Proposal	10
Add, Move, Change Installation Cost Proposal	10
Commission Proposal	15

6.2 Proposal Evaluation Process

6.2.1 The evaluation process is designed to award the procurement not necessarily to the Proposer of least cost, but rather to the Proposer with the best combination of attributes based upon the evaluation criteria. Therefore, proposals are evaluated against the evaluation criteria in this RFP and NOT against other proposals.

6.2.2 The RFP Coordinator shall manage the proposal evaluation process and maintain proposal evaluation records. A Proposal Evaluation Team made up of three or more State employees shall be responsible for evaluating proposals.

6.2.3 All proposals shall be reviewed by the RFP Coordinator to determine compliance with basic proposal requirements as specified in this RFP. If the RFP Coordinator determines that a proposal may be missing one or more such requirements, the Proposal Evaluation Team shall review the proposal to determine:

- a) if it meets requirements for further evaluation;
- b) if the State shall request clarification(s) or correction(s); or
- c) if the State shall determine the proposal nonresponsive and reject it.

- 6.2.4 The Proposal Evaluation Team shall evaluate responsive proposals. Each evaluator shall score the General Proposer Qualifications and Experience section and the Technical Approach section of each proposal. The evaluation scoring shall use the pre-established evaluation criteria and weights set out in this RFP. Each evaluator shall use only whole numbers for scoring proposals. (Refer to Attachment 9.3, Technical Proposal Evaluation Format).
- 6.2.5 The State reserves the right, at its sole discretion, to request clarifications of technical proposals or to conduct discussions for the purpose of clarification with any or all Proposers. The purpose of any such discussions shall be to ensure full understanding of the proposal. Discussions shall be limited to specific sections of the proposal identified by the State and, if held, shall be after initial evaluation of Technical Proposals. If clarifications are made as a result of such discussion, the Proposer shall put such clarifications in writing.
- 6.2.6 Upon completion of Technical Proposal scoring by the Proposal Evaluation Team, the RFP Coordinator shall calculate the average Technical Proposal score for each proposal.
- 6.2.7 After opening the Cumulative Cost Proposal (Attachments 9.2, 9.2A, 9.2B and 9.2C), the RFP Coordinator shall calculate scores for each Cost Proposal.
- 6.2.8.a The Monthly Cost Evaluation score shall be based on the Cost Proposal Evaluation Model defined in Attachment 9.9. Attachment 9.9 must be completed and submitted as part of the cumulative cost proposal submitted in response to this RFP. This model is based on representative items needed under this contract, but may not include all possible items identified in the listing of payphone and TDD equipment and services for which the Proposer may charge monthly rates. The model is also based on any proposed monthly rate reductions offered by the Proposer based on the monthly payphone revenue. Anticipated monthly revenue is provided in Attachment 9.9 for evaluation purposes only. The total monthly cost amount of the model shall be used in the following formula to determine the points a Proposer shall receive for the Monthly Cost Proposal:

$$\frac{\text{lowest proposed Monthly cost for evaluation}}{\text{proposed Monthly cost for evaluation being evaluated}} \times \text{maximum Monthly cost points} = \text{SCORE of Monthly cost proposal being evaluated}$$

(Refer to Attachment 9.4, Monthly Cost Proposal Evaluation Format, for details.)

- 6.2.8.b The Initial Installation / Conversion Cost Evaluation score shall be based on the proposed cost for evaluation amount indicated by the Initial Installation / Conversion Cost Proposal. The amount shall be used in the following formula to determine the points a Proposer shall receive for the Initial Installation / Conversion Cost Proposal:

$$\frac{\text{lowest proposed Initial Installation / Conversion cost for evaluation}}{\text{proposed Initial Installation / Conversion cost for evaluation being evaluated}} \times \text{maximum Initial Installation / Conversion cost points} = \text{SCORE of Initial Installation / Conversion cost proposal being evaluated}$$

(Refer to Attachment 9.4A, Initial Installation / Conversion Cost Proposal Evaluation Format, for details.)

- 6.2.8.c The Add, Move, Change Cost Evaluation score shall be based on the Cost Proposal Evaluation Model defined in Attachment 9.9. This model is based on representative items need under this contract, but may not include all possible items identified in the listing of payphone and TDD equipment and services for which the Proposer may charge one time add, move or change charges. The total one time cost amount of the model shall be used in the

following formula to determine the points a Proposer shall receive for the Add, Move, Change Cost Proposal.

$$\frac{\text{lowest proposed Add, Move, Change cost for evaluation}}{\text{proposed Add, Move, Change cost for evaluation being evaluated}} \times \text{maximum add, move change cost points} = \text{SCORE of Add, Move, Change cost proposal being evaluated}$$

(Refer to Attachment 9.4B, Add, Move, Change Cost Proposal Evaluation Format, for details.)

- 6.2.8.d The Commission Cost Evaluation score shall be based on the proposed commission percentage for evaluation indicated by the Cost Proposal. The percentage shall be used in the following formula to determine the points a Proposer shall receive for the Commission Proposal:

$$\frac{\text{proposed commission percentage for evaluation}}{\text{highest proposed commission percentage for evaluation being evaluated}} \times \text{maximum commission points} = \text{SCORE of commission proposal being evaluated}$$

(Refer to Attachment 9.4C, Commission Proposal Evaluation Format, for details.)

- 6.2.9 The RFP Coordinator shall combine the average Technical Evaluation scores with the Cost Evaluation scores for each Proposer. (Refer to Attachment 9.5, Proposal Score Summary Matrix).
- 6.2.10 All proposal evaluation calculations shall result in numbers rounded to the nearest two decimal places (*e.g.*, 9.99).
- 6.3 Contract Award Process
- 6.3.1 The RFP Coordinator shall forward results from the proposal evaluation process to the head of the procuring agency for consideration.
- 6.3.2 The State reserves the right to make an award without further discussion of any proposal submitted. There shall be no best and final offer procedure. Therefore, each proposal should be initially submitted on the most favorable terms the vendor can offer.
- 6.3.3 After the evaluation of proposals and final consideration of all pertinent information available, the head of the procuring agency shall issue a written Evaluation Notice to all Proposers. The notice shall identify the apparent best evaluated Proposer. The notice shall not create rights, interests, or claims of entitlement in the apparent best evaluated Proposer or any vendor. (Refer to Attachment 9.6 for a sample notice).
- 6.3.4 The RFP files shall be made available for public inspection.
- 6.3.5 The State reserves the right, at its sole discretion, to negotiate with the apparent best evaluated Proposer subsequent to the Evaluation Notice.
- 6.3.6 The apparent best evaluated Proposer shall be prepared to enter into a contract with the State which shall be substantially the same as the *pro forma* contract included in Section 8 of this RFP. Notwithstanding, the State reserves the right to add terms and conditions, deemed to be in the best interest of the State, during final contract negotiations. Any such terms and conditions shall be within the scope of the RFP and shall not affect the basis of proposal evaluations.

- 6.3.7 If a Proposer fails to sign and return the contract drawn pursuant to this RFP and final contract negotiations within 14 days of its delivery to the Proposer, the State may determine, at its sole discretion, that the Proposer is nonresponsive to the terms of this RFP and reject the proposal.
- 6.3.8 If the State determines that the apparent best evaluated Proposer is nonresponsive and rejects the proposal after opening Cost Proposals, the RFP Coordinator shall re-calculate scores for each responsive Cost Proposal and award the Contract in accordance with the requirements of 6.2.8.a, 6.2.8.b, 6.2.8.c, and 6.2.8.d *et seq.*, above.
- 6.3.9 Contract award shall be subject to the contract approval of all appropriate State officials in accordance with applicable State laws and regulations.

7 STANDARD CONTRACT INFORMATION

7.1 Contractor Registration

Contractor Registration is required of all state contractors. Proposers need not be registered with the state to make a proposal. However, all service providers with whom the state of Tennessee contracts must register through the Department of Finance and Administration *Service Provider Registry System* (SPRS) prior to contract approval. Any unregistered service provider must simply file a completed registration with the State prior to the final approval of a contract.

- 7.1.1 The SPRS is intended to foster the state's use of minority and small businesses and promote competition in service contracting. Through the system, state agencies will have access to ownership and service information about potential service providers. For more information, visit the SPRS Internet site at <http://www.state.tn.us/finance/rds/ocr/sprs.html> or direct questions about SPRS registration to:

Department of Finance and Administration
Office of Contracts Review
12 th Floor, William R. Snodgrass Tennessee Tower
Nashville, TN 37243-1700
(615) 741-7662

- 7.1.2 This RFP details SPRS registration information only as a contract requirement notice. SPRS registrations should not be submitted with proposal materials. SPRS registration information will not be considered in the evaluation process pursuant to this RFP.

- 7.1.3 If a Proposer fails to register with the state as a service provider as required by the Department of Finance and Administration within 14 days of final contract negotiations, the State may determine, at its sole discretion, that the Proposer is nonresponsive to the terms of this RFP.

7.2 Contract Approval

The RFP and the contractor selection processes do not obligate the State and do not create rights, interests, or claims of entitlement in the apparent best evaluated Proposer or any vendor. Contract award and State obligations pursuant thereto shall commence only after the contract is signed by the Contractor and the head of the procuring state agency and after the contract is signed by all other State officials as required by State laws and regulations to establish a legally binding contract.

7.3 Contract Payments

Contract payments shall be made in accordance with the Payment Terms and Conditions provision of the final contract.

No payment shall be made until the contract is approved as required by State laws and regulations. Under no conditions shall the State be liable for payment of any type associated with the contract or responsible for any work done by the Contractor, even work done in good faith and even if the Contractor is orally directed to proceed with the delivery of services, if it occurs before the contract start date specified by the contract or before contract approval by State officials as required by applicable statutes and rules of the State of Tennessee.

7.4 RFP and Proposal Incorporated into Final Contract

This RFP and the successful proposal shall be incorporated into the final contract.

7.5 Contract Monitoring

The Contractor shall be responsible for the completion of all work set out in the contract. All work is subject to inspection, evaluation, and acceptance by the State. The State may employ all reasonable means to ensure that the work is progressing and being performed in compliance with the contract. At reasonable times, the State may inspect those areas of the Contractor's place of business that are related to the performance of the contract. If the State requires such an inspection, the Contractor shall provide reasonable access and assistance.

7.6 Contract Amendment

During the course of this contract, the State may request the Contractor to perform additional work for which the Contractor would be compensated. That work shall be within the general scope of this RFP. In such instances, the State shall provide the Contractor a written description of the additional work, and the Contractor shall submit a time schedule for accomplishing the additional work and a price for the additional work based on the rates included in the Contractor's Proposal to this RFP. If the State and the Contractor reach an agreement regarding the work and associated compensation, said agreement shall become effective by means of a contract amendment. Any such amendment requiring additional work must be mutually agreed upon by the parties and signed by the Contractor and the head of the procuring state agency and must be approved by other State officials as required by State laws and regulations. The Contractor shall not commence additional work until the State has issued a written contract amendment and secured all required approvals.

The *pro forma* contract (provided in the following pages) contains capitalized and bracketed items that shall be replaced with appropriate information in the final contract.

**CONTRACT
BETWEEN THE STATE OF TENNESSEE,
DEPARTMENT OF FINANCE & ADMINISTRATION, OFFICE FOR INFORMATION RESOURCES,
DATA NETWORKING AND TELECOMMUNICATIONS DIVISION**

**AND
[CONTRACTOR NAME]**

This Contract, by and between the State of Tennessee, Department of Finance and Administration, Office for Information Resources, Data Networking and Telecommunications Division, hereinafter referred to as the "State" and [CONTRACTOR LEGAL ENTITY NAME], hereinafter referred to as the "Contractor," is for the provision of payphones and associated services at facilities designated by the State as further defined in the "SCOPE OF SERVICES."

The Contractor is [AN INDIVIDUAL / A FOR-PROFIT CORPORATION / A NONPROFIT CORPORATION / A SPECIAL PURPOSE CORPORATION OR ASSOCIATION / A FRATERNAL OR PATRIOTIC ORGANIZATION / A PARTNERSHIP / A JOINT VENTURE / A LIMITED LIABILITY COMPANY]. The Contractor's address is:

[ADDRESS]

The Contractor's place of incorporation or organization is [STATE OF ORGANIZATION].

A. SCOPE OF SERVICES:

The Contractor agrees

- A.1 Instrument Standards. Payphone equipment and accessories provided by the Contractor shall meet or exceed the quality of smart payphones provided through Contract Number RV-98-01075-00 between the Department of Finance and Administration and BellSouth Public Communications.

Any existing payphone equipment such as signs, lights, sets, and enclosures, that the Contractor replaces must be replaced with equipment of comparable function and appearance i.e., flush mount replaced by flush mount. The Contractor must receive prior approval from the State for installation of all equipment and prior authorization from the State for all changes, moves, additions or deletions of equipment.

Touch-tone signaling shall be utilized. Sets must have amplifications with volume controls. Callers must be provided with control of the telephone keypad throughout the call duration in order to facilitate access to call and voice processing services.

All telephone sets and enclosures shall meet all applicable standards established by the Federal Communications Commission (FCC) and Tennessee Regulatory Authority (TRA). All payphone telephone sets and enclosures shall comply with all applicable Federal, State and local laws, rules and regulations concerning use of such telephones by disabled persons and the hearing impaired over the life of the contract.

TDD. All payphones equipped with Telecommunications Devices for the Deaf (TDD) shall have the UltraTec model number M240FS units or the equivalent.

A.2 TDD equipment specifications are as follows:

- a. Device will be of vandal-resistant construction and permanently mounted to the payphone enclosure
- b. TDD shall be of spill resistant design
- c. Keyboard shall be a Typewriter style layout of 4 rows
- d. Display shall be at minimum 2 rows of 20 characters each
- e. TDDs shall be directly connected to the payphone line
- f. Installation of TDD shall not hinder the hearing public to utilize the payphone
- g. TDD must provide Call Progress indicators and must have voice announce keys to notify receiving party of a TDD call. TDD must have on line help and must have memory to review conversations that have been erased upon automatic power off
- h. TDD power requirements shall be 110 - 120 VAC, 60 Hz, with AC power to be installed by the Contractor to the payphone pedestal. The State will provide AC power to the payphone pedestal.
- i. The TDD unit should be in a motorized drawer that opens when a TTY signal is received and shuts when the TTY signal is no longer present
- j. All TDD installations shall have a coin slot height of fifty-four (54) inches from floor level affording all public users unhindered access to the payphone and TDD
- k. Each TDD location shall have signs that are ADA compliant and which indicate that a TDD unit is available at this location

A.3 Customer Information. To comply with the most current version of Section 64.703 of Title 47 of the Code of Federal Regulations regarding customer information, which currently requires the following of the Contractor:

- a. Identify itself, audibly and distinctly, to the user at the beginning of each telephone call and before the user incurs any charge for the call
- b. Permit the user to terminate the telephone call at no charge before the call is connected
- c. Disclose immediately to the user, upon request and at no charge to the user
 - A quotation of its rates or charges for the call
 - The methods by which such rates or charges will be collected
 - The methods by which complaints concerning such rates, charges, or collection practices will be resolved
- d. Post on or near the telephone instrument, in plain view of users:

- The name, address, and toll-free telephone number of the provider of operator services

- A written disclosure that the rates for all operator-assisted calls are available on request, and that users have a right to obtain access to the interLATA or Interstate common carrier of their choice and may contact their preferred Interstate common carriers for information on accessing that carrier's service using that telephone

- The name and address of the Common Carrier Bureau of the Federal Communications Commission (FCC Common Carrier Bureau; 2025 M Street, N.W.; Washington, D.C. 20554), to which the user may direct complaints regarding operator services.

- A sign stating:

"NOTICE: This Contractor is a recipient of taxpayer funding. If you observe an employee engaging in any activity which you consider to be illegal or improper, please call the State Comptroller's toll free hotline: 1-800-232-5454"

e. Each payphone location shall have signage that is ADA compliant.

- A.4 Wiring and Cabling. To bear total responsibility for ensuring that all proposed equipment, cabling and wiring meet all applicable State, FCC, ADA and TRA requirements, whether such equipment and supporting materials are of their own manufacture or provided under subcontract and are in complete compliance with any functional requirements. No "Grandfathering" of existing locations shall be allowed for those locations that do not meet requirement.

Installation procedures and methods (including all cabling, wiring, boring, digging, etc.) as necessary must also be in compliance with the above mentioned rules and regulations with detailed attention to particular codes governing these activities (i.e., National Electrical Code or applicable State, local codes and practices). The Contractor shall bear responsibility for all equipment, supporting materials, and project coordination. Contractor shall not perform any boring, digging and/or patching without prior approval from the State. No "Grandfathering" of existing locations shall be allowed for those locations that do not meet requirements.

- A.5 Special Conditions at Sites. All material for the installation shall be delivered to the site and the work conducted so as to avoid any interference with concurrent work of other and normal operations in existing State facilities. Dust, noise and fire hazards must be limited during installation.

Debris due to work under this contract shall be removed by the Contractor prior to leaving the premises at the end of each day.

Noise from job equipment shall be kept to a minimum by use of adequate mufflers or other acceptable means. Noisy installation of equipment shall be scheduled when disruption to work areas will be minimal and cause the least inconvenience. This may include work outside of normal business hours.

To conform to applicable fire codes and regulations.

To protect against injury to persons. The Contractor shall minimize damage to pipes, conduits, trees, fences, wells, floors or other visible structures encountered in the work. Damaged items shall be repaired to pre-existing conditions at the Contractor's expense.

Precautions shall be exercised at all times for the protection of persons and property.

- A.6 Maintenance Standards. That all components used to provide service, when installed, will be in good working order. The Contractor shall repair or replace malfunctioning components and return them to good working order whenever required, and within 2 full business days of notification of payphone problems. Penalties associated with non-compliance with the 2 full business days of notification are referenced in Section A.13. The Contractor shall document escalation procedures for troubles not repaired within the initial 2 full business days including names, positions, locations and telephone numbers. For the purposes of this section, a business day is from 8 AM to 4:30 PM central time excluding weekends and State holidays.

To accept trouble reports 24 hours a day, 365 days a year.

To be responsible for preventive maintenance as may be required by the equipment manufacturer and as necessary to maintain the level of services proposed and provided throughout the term of this contract.

To collect all coins in the payphones on a scheduled basis so that the stations do not become inoperable due to being overfilled.

To maintain a clean and attractive environment for users. The Contractor shall remove all graffiti, stickers, posters, litter, dust and dirt from each set or enclosure and from a three (3) foot radius surrounding the payphone, exclusive of private property.

To provide the necessary labor, parts, materials, and transportation to maintain all proposed telephone and related services equipment in good working order and in compliance with the equipment manufacturer's specifications throughout the term of this contract.

To provide maintenance force locations in middle, east and west Tennessee, at a minimum. The Contractor must provide detail on the telephone number, locations and number of maintenance personnel for each work center within Tennessee.

- A.7 Installation Notification. Installation / Conversion shall take place in reverse revenue order changing those locations with unknown revenue first and then lowest revenue to highest revenue locations.

It is the desire of the State that by December 31, 2003, all locations and equipment listed in Attachment A must be installed / converted by the Contractor. In any event, all locations and equipment listed in Attachment A must be installed by the Contractor by January 15, 2004.

Upon completion of each payphone installation and activation, the Contractor shall provide written notification to the State which shall include the following:

- Site Name
- Site Address
- Telephone Number (old and new)
- Activation Date
- Services LEC/LATA number
- Type of instrument and list of equipment installed
- Statement of Adherence that test calls have been placed, completed, and rated properly
- Statement of Adherence to all applicable ADA Standards for the location
- Statement of Adherence to all FCC and TRA "information posting" requirements
- Signature of Authorized Contractor Representative

If upon determination by the State the payphone location is found to be non-compliant with any of the Statements of Adherence, the Contractor shall be notified and shall have 2 full business days to bring the location into compliance.

To be responsible for any and all fines and penalties that may be levied by any governing authority for non-compliance with any Federal, State or local law.

A.8 Access Lines. To order required telephone lines for completion of local calls, access to operator services and completion of long distance calls. To bear full cost of installing, providing and maintaining the telephone line access services to each payphone site. Access lines shall be provided on an equal access "PIC" basis and not deny access to other carriers. The Contractor must bear all costs of "PIC" changes, if any, for all public payphone lines.

A.9 Service Requirements. The Contractor shall provide the following service requirements.

A.9.a Long Distance Rates. The long distance rates charged under this contract shall not exceed the actual rates, charges and surcharges that would have been applied to the call had it been completed by BellSouth (local, intraLATA/intrastate or intraLATA/interstate) or AT&T (interLATA/intrastate or interLATA/Interstate) based on call type, distance, duration, time of day and day of week.

These maximum long distance rates have been established to protect the citizens of the State of Tennessee from paying excessive rates for utilizing public payphones. The State realizes that Contractors may charge less than the maximum allowable rates, and in doing so the revenue to the State would be decreased. This is acceptable to the State since it meets our dual objectives of revenue generation and reasonable end user rates. Rate changes must be implemented within 30 days after State approval at no cost to the State.

The rates and fees that are permissible under current FCC and TRA regulations for payphone services when this contract goes into effect may be subject to change during the term of the contract. The State mandates that the commission percentage shall stay the same for the duration of the contract for any rates and fees that may be subject to change during the duration of the contract.

A.9.b Call Types. At a minimum callers shall be allowed to place the following types of calls:

- User Dialed Calling Card Station to Station
- User Dialed Calling Card Person to Person
- User Dialed Collect or Third Number Billed Station to Station
- User Dialed Collect or Third Number Billed Person to Person
- Operator Dialed Calling Card Station to Station
- Operator Dialed Collect or Third Number Billed Station to Station
- Operator Dialed Collect or Third Number Billed Person to Person

Additionally, the Contractor shall allow callers to place Real Time Rated/Coin Sent Paid (coins deposited in the coin box) calls:

- User Dialed (1 +) Station to Station
- User Dialed (0+) Person to Person
- Operator Dialed (0-) Station to Station
- Operator Dialed (0-) Person to Person
- Local

A.9.c Free Calls. At a minimum, callers shall be allowed to place coin free and free of charge the following types of calls:

- 911 (emergency)
- 0 for live Emergency Operator Assistance

- 1-8XX (toll free)
- 10XXXX
- 950-10XX
- Request for repairs, refunds, rate quotes

No blockage of the above type of calls will be allowed. If the Contractor is found to be blocking any of these free call types, it may be grounds for contract termination.

FCC and TRA changes may be instituted during the duration of this contract that may change the manner in which the above type of calls may be charged. If such changes are approved and implemented the State shall receive commissions from the new charges.

- A.9.d Local Messages. To allow Real Time/Coin Sent Paid local messages to be placed within the basic local calling area of a payphone location.

To allow callers to place local messages and bill them Collect, Third Number or Calling Card.

- A.9.e Directory Assistance. To allow callers to place Local, intraLATA Directory Assistance Calls and interLATA Directory Assistance calls. Charges for Directory Assistance calls (1+411, 0+411, 1+NPA+555+1212, 0+NPA+555+1212) shall be capped at the applicable BellSouth rate for a Directory Assistance call originating at a public payphone as governed by the TRA approved Services Tariff. Callers shall be allowed to bill 0+ calls Third Number and Calling Card with surcharges capped at the applicable AT&T surcharge for the same type call (M).

- A.9.f IntraLATA Messages. To allow callers to place intraLATA Messages billed Real Time/Coin Sent Paid, Collect, Third Number Billed or Calling Card.

- A.9.g InterLATA/Intrastate Messages. To allow callers to place interLATA Intrastate Messages billed, Sent-Paid, Collect, Third Number Billed or Calling Card.

- A.9.h Interstate Messages. To allow callers to place Interstate Messages billed Sent-Paid, Collect, Third Number Billed or Calling Card.

- A.9.i Call Timing. That it is allowed to bill minimum call duration of [NUMBER] [SECONDS OR MINUTES] for all completed calls placed outside of the basic local calling area of a payphone location. Calls of greater than [NUMBER] [SECONDS OR MINUTES] duration may be billed in increments of [NUMBER] [SECONDS OR MINUTES], or less. The time observed at the calling station at the beginning of each call determines the applicable rate period.

The Contractor shall utilize answer supervision to initiate billing in all cases where it is supplied by the terminating central office/PBX. When Answer Supervision is not provided from the terminating location, the Contractor's service shall default to software Answer Detection techniques.

Chargeable time for a Station-to-Station call begins when the called station answers. Chargeable time for a Person to Person call begins when the connection is established between the calling party and the specified person, department, PBX station, or an agreed alternate.

Chargeable time ends when the calling party "hangs up" thereby releasing the network connection. If the called party "hangs up" but the calling party does not, chargeable time ends when the network connection is released either by automatic timing equipment or by the Contractor's operator.

Chargeable time shall not include time lost because of faults or defects in the service.

- A.9.j Collection of Real-Time/Sent-Paid Charges. First minute charges Real Time/Coin Sent Paid rated calls include the applicable first minute cost, applicable service charges and surcharges, and applicable taxes. The total charge is computed and rounded to the nearest multiple of \$0.05.

Additional minute, or increments thereof, charges for Real Time/Coin Sent Paid rated calls include the applicable additional minute rate plus applicable taxes. The total charge is computed and rounded up to the nearest multiple of \$0.05.

- A.9.k Collect and Third Number Billed. To provide callers with the ability to make station to station and person to person collect and third number billed calls to anywhere within the United States and its possessions; and to international locations when allowed. The Contractor is encouraged but not required to verbally validate caller's authorization for third number billings in order to discourage fraud and to reduce billing adjustments for unauthorized calls billed to the end user.

The Contractor shall check local exchange carrier (LEC) databases for billed number screening restrictions before each Collect and for Third Number Billed call is completed. The Contractor shall be liable for all costs associated with calls completed to telephone numbers subscribing to these type restrictions. The Contractor shall, upon notification from the billed party, immediately credit the billed party account. Failure on the part of Contractor to check the LEC databases may result in cancellation of this contract and forfeiture of any performance guarantee.

- A.9.l Calling Cards. To provide callers the ability to make station to station and person to person, domestic and international calling card calls. At a minimum, the following calling cards must be accepted:

- Pre-subscribed Interexchange Carrier (IXC)
- Other IXC using 950-10XX or 10XXXX Dialing
- Local Exchange Carriers (LECs)

This does not preclude the Contractor from accepting other credit/calling cards within the terms and conditions of this contract.

The State must receive commission on the revenue generated from the use of all cards accepted directly by the Contractor.

The Contractor shall verify every calling card call through LEC databases before completing any calling card call. This same validation must be performed through the appropriate databases for any other type of calling card accepted.

- A.9.m Fraudulent Calls. To compensate the State for all commission generating calls completed by the Contractor.

The State will make reasonable attempts to assist the Contractor in identifying those parties responsible for fraudulent calls, only for calls from payphones listed in the database as Inmate Telephones associated with the Department of Corrections. The Contractor(s) must hold the State harmless for any costs associated with fraudulent calls originating from payphone stations governed by this contract.

The Contractor shall immediately adjust billed party accounts for fraudulent, unauthorized, or un-validated calls upon notification from the billed party. The Contractor may then proceed with security/collection activities against the called or calling party as appropriate and as authorized by the governing regulatory body.

- A.9.n Use of Automated Operator. If utilizing automated operators the Contractor shall meet the following requirements:

- a) The Contractor may prompt 0+ callers to select the method of payment (Calling Card, Collect, or Third Number Billed)
- b) The automated operator must clearly prompt a caller to choose between a person to person or a station to station call. The automated operator shall prompt a caller for the called party name only after the caller has requested a person to person call.
- c) Automated Collect callers (and Automated Third Number Billed callers if verified by provider) will be prompted to record their name. These callers will be allowed to replay their name and re-record the call, if so desired.
- d) The automated operator must provide called/billed party acceptance and refusal techniques for Touch-Tone™ and rotary dial called party telephones. Passive acceptance techniques shall not be utilized. The caller's microphone shall be turned off until the call is accepted.
- e) For person to person collect or third number calls, the called billed party, must be provided the "type call" information, and the calling and called/billed party names. On station to station collect calls, the called/billed party must be provided with the "type call" information, and the calling party's name. The called/billed party shall be provided a prompted "replay" option of the above information.
- f) The automated operator shall utilize either speech recognition or touch-tone and rotary pulse detection for acceptance or rejection of the call. If the called party does not provide a required response (positive or negative) within 10 seconds, the automated operator may replay the call information, may connect to a live or voice detection operator, or disconnect the call. Under no circumstances shall the automated operator complete the call and bill the proper party without positive acceptance of the call from the called party.
- g) Billable time for these calls shall begin when the called party has positively accepted the call and the caller's microphone is activated.
- h) The Contractor's automated operator shall utilize high quality Digitized Speech for voice prompts and recording playback. Contractors shall utilize equipment that provides digital audio with the clarity and fidelity comparable to live analog audio.

A.10 Transmission Standards. To provide sufficient access facilities from the serving wire center to the long distance carrier's POP (Point of Presence) and from the carrier's POP to the Public Switched Network to ensure that a P.01 grade of service is provided for all payphone locations.

A.11 Billing Arrangements. To be responsible for having all billing agreements necessary to bill the end user or responsible party for completed calls and shall assume full liability for billing and collection for all completed calls. Completed calls must appear on end-users or responsible party's bill no later than sixty (60) days after the date the call was completed. The bill issued to the end-user or responsible party for payment of completed calls must indicate the service provider and originating number from which the call was completed.

The State must be compensated for all completed commission generating calls regardless of the Contractor's ability to collect from the billed party.

A.12 Auditing Requirements. The requirements which follow are intended to provide the State with the information needed to assure that charges to end users and commissions paid the State are in accordance with the terms of this contract.

A.12.a Commission Computation Report. To provide the State with a monthly report detailing the computation of commission payments and total payphone revenues. The report layout to be used

by the Contractor is subject to State approval but must be in Excel format and on Compact Disc in a jewel case at no additional cost to the State.

- A.12.b Call Detail Records. To send the following data to the State quarterly for the preceding months calls and on an as requested basis via Compact Disc in a jewel case readable in Excel of a chronological call record of all calls for which commission is due per the requirements of this RFP to include originating ANI, date, time of day, NPA/NXX (last four digits of telephone number must not be included) of destination, duration of call, amount billed, call type, and carrier.

The records on the CD-ROM readable in Windows 2000 provided by the Contractor to the State must be an exact duplicate of the records in the database that is used by the Contractor to generate their end user bills with the exception of the masking of the last four digits described above. If the Contractor uses the services of a billing clearinghouse to generate their end-user bills, the CD-ROM must be provided to the State directly by the Contractor. When using a billing clearing house the Contractor must grant to the State the right to obtain (if desired) a copy of the original tape that the billing clearing house uses to generate the Contractor's end user bills.

- A.13 Fines and Damages. That any fines and/or penalties levied by any governing authorities due to noncompliance with any laws, rules, regulations, or acts mentioned herein shall be borne solely by the Contractor. The Contractor shall pay any fines and/or penalties assessed to the State due to the non-compliance of any payphone equipment or services furnished by the Contractor within 90 days.

The Contractor shall guarantee service against any service outages for the duration of the contract. The Contractor shall restore service, for the duration of the contracts within 2 full business days at no charge to the State. Should the Contractor fail to restore service within 2 full business days of notification of a problem, the Contractor shall be liable for compensation to the State for the highest average daily revenue normally generated by that payphone, based on historical records for the past 12 months, for the entire period of the outage or \$5.00 per day, whichever is greater.

- A.14 The State will be responsible for the following:

- Approval of the installations of all payphone equipment and service. During the term of the contract, OIR-Telecommunications will act as the liaison between each user agency and the Contractor. OIR-Telecommunications will be responsible for receiving orders from the users and submitting work orders to the Contractor
- Provision of lighting determined by the State to be needed in addition to that, which must be provided by the Contractor in the payphone enclosure
- Approval of industry standard rates to be used for all calls.
- Testing of installations on an as needed basis.
- Requesting call detail records and audits as needed.
- Power for TDDs will be brought to the payphone pedestal supporting the TDD
- The State will place test calls on a routine basis from random payphone locations throughout the State. The State will use the reports and data provided by the Contractor to verify that the test calls placed were properly rated and that the State was properly compensated for the calls. The format of test calls will be the same as the normal billing records.

- A.15 Payphone Type and Location. Attachment A (Attachment 9.8 of the RFP), "Payphone Location and Equipment," is a listing of all known State payphones at State locations. The dynamic nature

of payphones at State locations throughout the State means that this list is in a constant state of change. Upon contract initiation, the Contractor must verify with the State if additional locations have been added, or if locations have been deleted from Attachment A.

B. CONTRACT TERM:

- B.1. Contract Term. This Contract shall be effective for the period commencing on November 26, 2003 and ending on November 25, 2006. The State shall have no obligation for services rendered by the Contractor which are not performed within the specified period.
- B.2. Term Extension. The State reserves the right to extend this Contract for an additional period or periods of time representing increments of no more than one year and a total contract term of no more than five (5) years, provided that the State notifies the Contractor in writing of its intention to do so at least ninety (90) days prior to the contract expiration date. An extension of the term of this Contract will be effected through an amendment to the Contract. If the extension of the Contract necessitates additional funding beyond that which was included in the original Contract, the increase in the State's maximum liability will also be effected through an amendment to the Contract and shall be based upon rates provided for in the original contract.

C. PAYMENT TERMS AND CONDITIONS:

- C.1. Maximum Liability. In no event shall the maximum liability of the State under this Contract exceed [WRITTEN DOLLAR AMOUNT] (\$[NUMBER AMOUNT]). The Service Rates in Section C.3 shall constitute the entire compensation due the Contractor for the Service and all of the Contractor's obligations hereunder regardless of the difficulty, materials or equipment required. The Service Rates include, but are not limited to, all applicable taxes, fees, overheads, and all other direct and indirect costs incurred or to be incurred by the Contractor.

The Contractor is not entitled to be paid the maximum liability for any period under the Contract or any extensions of the Contract for work not requested by the State. The maximum liability represents available funds for payment to the Contractor and does not guarantee payment of any such funds to the Contractor under this Contract unless the State requests work and the Contractor performs said work. In which case, the Contractor shall be paid in accordance with the Service Rates detailed in Section C.3. The State is under no obligation to request work from the Contractor in any specific dollar amounts or to request any work at all from the Contractor during any period of this Contract.

- C.2. Compensation Firm. The Service Rates and the Maximum Liability of the State under this Contract are firm for the duration of the Contract and are not subject to escalation for any reason unless amended.
- C.3. Payment Methodology. The Contractor shall be compensated based on the Service Rates herein for units of service authorized by the State in a total amount not to exceed the Contract Maximum Liability established in Section C.1. The Contractor's compensation shall be contingent upon the satisfactory completion of units of service or project milestones defined in Section A. The Contractor shall be compensated based upon the following Service Rates:

SERVICE UNIT/MILESTONE

AMOUNT

Listing of all payphone and TDD equipment and services for which the Proposer may charge monthly rates	\$ [NUMBER AMOUNT]
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Listing of all payphone and TDD equipment and service add move and change charges for which the proposer may charge one time	\$ [NUMBER AMOUNT]
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charges.

Total one time, initial installation / conversion for all locations and equipment. \$ [NUMBER AMOUNT]

The Contractor shall submit monthly invoices, in form and substance acceptable to the State with all of the necessary supporting documentation, prior to any payment. Such invoices shall be submitted for completed units of service or project milestones for the amount stipulated.

C.4 Billing Requirements

C.4.1 CD ROM

- C.4.1.a The State requires three (3) CD's (1 original and 2 duplicates) to be provided as invoicing on CD ROM to the Department of Finance and Administration, billing services by the 10th of the month at no additional charge to the State of Tennessee. The CD provided must be compatible for use with computer equipment (hardware and software) used by the State and must be operational.
- C.4.1.b Billing Services will assist in the formatting of such CD invoicing to insure the proper information is in place. The CD ROM invoicing shall be delivered each month in lieu of paper invoicing covering the service on the contract.
- C.4.1.c The CD ROM must provide all billing information on all services. The billing information on the CD ROM shall be matched with the contract line commodity codes used by the State.
- C.4.1.d All charges based on the appropriate line commodity code shall be presented on the CD invoicing and billed to the appropriate telephone number that incurred said charges. All one time charges (OC&C charges) must be referenced to the appropriate line commodity code and associated with the proper request for service number and billing number that incurred said charges.
- C.4.1.e The format of the billing CD must be provided to billing services, in writing, within thirty (30) days of award of contract. Format of the CD is required to be in two (2) types of billing records; OC&C charges, and monthly charges. The following formats are not inclusive and additional fields may be required as determined by the state as referenced in c.4.1.b.

-format of OC&C charges must include:

- 1) Account number
- 2) Billing number
- 3) Invoice date
- 4) Commodity code
- 5) Quantity
- 6) RFS number
- 7) Charges and credits

-format of monthly charges must include:

- 1) Account number
- 2) Billing number
- 3) Invoice date
- 4) Commodity code

5) Charges and credits

- C.4.1.f At the bottom of the billing records a summary record must be provided that summarizes the billing by commodity code and the amount billed to each commodity code.
- C.4.1.g Records that do not conform to the above criteria shall be rejected from the CD ROM received and must be credited to the State of Tennessee's account no later than the second consecutive month after the date of rejection.
- C.4.1.h Rejected records can be resubmitted after correction no later than sixty (60) calendar days from the date of rejection by adding to the current month's CD ROM invoice. The State of Tennessee will not accept corrections after June 30 (the state's fiscal year end) of any year. The corrected rejected charges must be identified as being previously rejected on a prior month.
- C.4.1.i An operational sample of the CD must be provided and approved by Department of Finance and Administration, Billing Services as functional within ninety (90) calendar days of contract award.

C.4.2 Billing/Invoices

C.4.2.a Invoices are to be sent to:

State of Tennessee
 Department of Finance and Administration
 Billing Services
 20th floor, WRS Tennessee Tower
 312 8th Ave. North
 Nashville, TN 37243

- C.4.2.b If at anytime, the Contractor is unable to submit accurate invoice information in the required format, the State of Tennessee, Department of Finance and Administration, Billing Services, may at its sole option refuse payment of Contractor's invoice, or may delay payments without penalty.
- C.4.2.c All requests for credits made ten (10) calendar days or more before the close of a billing cycle must be reflected on the next invoice. If the Contractor does not include the credits requested and due on the invoice, the state will deduct a like amount from future bills.

C.4.3 Contractor invoicing contact (Contractor to complete)

Name: _____
 Title: _____
 Address: _____

 Telephone number: _____
 (including area code) local Nashville, tn or toll free
 Fax telephone number: _____
 (including area code) local Nashville, tn or toll free
 Email address: _____

- C.4.3.a This information shall be updated with billing services, when changes in personnel occur during the contract term.

C.4.4 Billing Acceptance

- C.4.4.a Upon satisfactory completion of a ninety (90) calendar day billing acceptance period, the State shall issue written notification of billing acceptance. If the Contractor fails to gain billing services

acceptance within ninety (90) calendar days from contract award effective date, the State may terminate the contract.

C.4.5 Remedies

C.4.5.a The Contractor will be imposed a penalty of \$1,000.00 if a readable cd rom for billing purposes is not delivered, after the initial ninety (90) day award period, by the 10th day of the following month. An additional charge of \$100.00 a day will be imposed on the Contractor for each additional day of the contract that the Contractor does not have a readable cd rom.

C.5. Travel Compensation. The Contractor shall not be compensated or reimbursed for travel, meals, or lodging.

C.6. Payment of Invoice. The payment of the invoice by the State shall not prejudice the State's right to object to or question any invoice or matter in relation thereto. Such payment by the State shall neither be construed as acceptance of any part of the work or service provided nor as an approval of any of the amounts invoiced therein.

C.7. Invoice Reductions. The Contractor's invoice shall be subject to reduction for amounts included in any invoice or payment theretofore made which are determined by the State, on the basis of audits conducted in accordance with the terms of this contract, not to constitute proper remuneration for compensable services.

C.8. Deductions. The State reserves the right to deduct from amounts which are or shall become due and payable to the Contractor under this or any contract between the Contractor and the State of Tennessee any amounts which are or shall become due and payable to the State of Tennessee by the Contractor.

C.9. Automatic Deposits. The Contractor shall complete and sign an "Authorization Agreement for Automatic Deposit (ACH Credits) Form." This form shall be provided to the Contractor by the State. Once this form has been completed and submitted to the State by the Contractor all payments to the Contractor, under this or any other contract the Contractor has with the State of Tennessee shall be made by Automated Clearing House (ACH). The Contractor shall not invoice the State for services until the Contractor has completed this form and submitted it to the State.

C.10. Commission Payments. Commission payments shall be made by the Contractor to the State on all payphone traffic received by the Contractor from this contract. The commission will be [NUMBER PERCENTAGE] percent of Contractor's total revenue from these payphones. Each payment shall be in the form of a check made out to the State of Tennessee, Department of Finance and Administration.

Checks should be sent to:

Ms. Nancy Blevins
Finance and Administration
Office of Business and Finance
State of Tennessee
20th Floor, W. R. Snodgrass Tennessee Tower
312 8th Avenue North
Nashville, Tennessee 37243
615-741-2590

Checks shall be submitted on a monthly basis and shall be accompanied by a report which itemizes minutes of usage, revenue, and commission for each

payphone to be provided on cd rom at no additional charge to the State of Tennessee. The CD provided must be compatible for use with computer equipment (hardware and software) used by the State and must be operational.

- C.10.a The rates and fees that are permissible under current FCC and TRA regulations for payphone services when this contract goes into effect may be subject to change during the term of the contract. The State mandates that the commission percentage shall stay the same for the duration of the contract for any rates and fees that may be subject to change during the duration of the contract.
- C.10.b The State must receive commission on the revenue generated from the use of all calling cards accepted directly by the Contractor.

D. STANDARD TERMS AND CONDITIONS:

- D.1. Required Approvals. The State is not bound by this Contract until it is approved by the appropriate State officials in accordance with applicable Tennessee State laws and regulations.
- D.2. Modification and Amendment. This Contract may be modified only by a written amendment executed by all parties hereto and approved by the appropriate Tennessee State officials in accordance with applicable Tennessee State laws and regulations.
- D.3. Termination for Convenience. The State may terminate this Contract without cause for any reason. Said termination shall not be deemed a Breach of Contract by the State. The State shall give the Contractor at least ninety (90) days written notice before the effective termination date. The Contractor shall be entitled to receive compensation for satisfactory, authorized service completed as of the termination date, but in no event shall the State be liable to the Contractor for compensation for any service which has not been rendered. Upon such termination, the Contractor shall have no right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- D.4. Termination for Cause. If the Contractor fails to properly perform its obligations under this Contract in a timely or proper manner, or if the Contractor violates any terms of this Contract, the State shall have the right to immediately terminate the Contract and withhold payments in excess of fair compensation for completed services. Notwithstanding the above, the Contractor shall not be relieved of liability to the State for damages sustained by virtue of any breach of this Contract by the Contractor.
- D.5. Subcontracting. The Contractor shall not assign this Contract or enter into a subcontract for any of the services performed under this Contract without obtaining the prior written approval of the State. If such subcontracts are approved by the State, they shall contain, at a minimum, sections of this Contract pertaining to "Conflicts of Interest" and "Nondiscrimination" (sections D.6. and D.7.). Notwithstanding any use of approved subcontractors, the Contractor shall be the prime contractor and shall be responsible for all work performed.
- D.6. Conflicts of Interest. The Contractor warrants that no part of the total Contract Amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Contractor in connection with any work contemplated or performed relative to this Contract.
- D.7. Nondiscrimination. The Contractor hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract or in the employment practices of the Contractor on the grounds of disability, age, race, color, religion, sex, national origin, or any other classification protected by Federal, Tennessee State constitutional, or statutory law. The Contractor shall, upon request,

show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

- D.8. Records. The Contractor shall maintain documentation for all charges against the State under this Contract. The books, records, and documents of the Contractor, insofar as they relate to work performed or money received under this contract, shall be maintained for a period of three (3) full years from the date of the final payment and shall be subject to audit at any reasonable time and upon reasonable notice by the State, the Comptroller of the Treasury, or their duly appointed representatives. The financial statements shall be prepared in accordance with generally accepted accounting principles.
- D.9. Monitoring. The Contractor's activities conducted and records maintained pursuant to this Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.
- D.10. Progress Reports. The Contractor shall submit brief, periodic, progress reports to the State as requested.
- D.11. Strict Performance. Failure by any party to this Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Contract shall not be construed as a waiver or relinquishment of any such term, covenant, condition, or provision. No term or condition of this Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties hereto.
- D.12. Independent Contractor. The parties hereto, in the performance of this Contract, shall not act as employees, partners, joint venturers, or associates of one another. It is expressly acknowledged by the parties hereto that such parties are independent contracting entities and that nothing in this Contract shall be construed to create an employer/employee relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.

The Contractor, being an independent contractor and not an employee of the State, agrees to carry adequate public liability and other appropriate forms of insurance, including adequate public liability and other appropriate forms of insurance on the Contractor's employees, and to pay all applicable taxes incident to this Contract.
- D.13. State Liability. The State shall have no liability except as specifically provided in this Contract.
- D.14. Force Majeure. The obligations of the parties to this contract are subject to prevention by causes beyond the parties' control that could not be avoided by the exercise of due care including, but not limited to, acts of God, riots, wars, strikes, epidemics or any other similar cause.
- D.15. State and Federal Compliance. The Contractor shall comply with all applicable State and Federal laws and regulations in the performance of this Contract.
- D.16. Governing Law. This Contract shall be governed by and construed in accordance with the laws of the State of Tennessee. The Contractor agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Contract. The Contractor acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising therefrom, shall be subject to and limited to those rights and remedies, if any, available under **Tennessee Code Annotated**, Sections 9-8-101 through 9-8-407.
- D.17. Completeness. This Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions of the

parties' agreement. This Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the parties relating hereto, whether written or oral.

- D.18. Severability. If any terms and conditions of this Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions hereof shall not be affected thereby and shall remain in full force and effect. To this end, the terms and conditions of this Contract are declared severable.
- D.19. Headings. Section headings of this Contract are for reference purposes only and shall not be construed as part of this Contract.
- E. SPECIAL TERMS AND CONDITIONS:
- E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Contract, these special terms and conditions shall control.
- E.2. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Contract shall be in writing and shall be made by facsimile transmission, by overnight courier service, or by first class mail, postage prepaid, addressed to the respective party at the appropriate facsimile number or address as set forth below or to such other party, facsimile number, or address as may be hereafter specified by written notice.

The State:

GERALD DAVENPORT
FINANCE AND ADMINISTRATION – OIR TELECOMMUNICATIONS
312 8TH AVENUE NORTH, 15TH FLOOR
615-741-5564
615-741-4996

The Contractor:

[NAME AND TITLE OF CONTRACTOR CONTACT PERSON]
[CONTRACTOR NAME]
[ADDRESS]
[TELEPHONE NUMBER]
[FACSIMILE NUMBER]

All instructions, notices, consents, demands, or other communications shall be considered effectively given as of the day of delivery; as of the date specified for overnight courier service delivery; as of three (3) business days after the date of mailing; or on the day the facsimile transmission is received mechanically by the telefax machine at the receiving location and receipt is verbally confirmed by the sender if prior to 4:30 p.m. CST. Any communication by facsimile transmission shall also be sent by United States mail on the same date of the facsimile transmission.

- E.3. Subject to Funds Availability. The Contract is subject to the appropriation and availability of State and/or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate the Contract upon written notice to the Contractor. Said termination shall not be deemed a breach of Contract by the State. Upon receipt of the written notice, the Contractor shall cease all work associated with the Contract. Should such an event occur, the Contractor shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Contractor shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

- E.4. Performance Bond. Upon approval of the Contract by all appropriate State officials in accordance with applicable State laws and regulations, the Contractor shall furnish a performance bond in the amount equal to one hundred thousand dollars (\$100,000), guaranteeing full and faithful performance of all undertakings and obligations under this Contract for the initial Contract term and all extensions thereof. The bond shall be in the manner and form prescribed by the State and must be issued through a company licensed to issue such a bond in the State of Tennessee.

The Contractor shall obtain the required performance bond in form and substance acceptable to the State and provide it to the State no later than December 3, 2003. Failure to provide the performance bond prior to the deadline as required shall result in contract termination.

In lieu of a performance bond, a surety deposit, in the sum of one hundred thousand dollars (\$100,000), may be substituted if approved by the State prior to its submittal.

- E.5. Competitive Procurements. This Contract provides for reimbursement of the cost of goods, materials, supplies, equipment, or services. Such procurements shall be made on a competitive basis, where practical.

- E.6. Incorporation of Additional Documents. Included in this Contract by reference are the following documents:

- a. The Contract document and its attachments
- b. All Clarifications and addenda made to the Contractor's Proposal
- c. The Request for Proposal and its associated amendments
- d. Technical Specifications provided to the Contractor
- e. The Contractor's Proposal

In the event of a discrepancy or ambiguity regarding the Contractor's duties, responsibilities, and performance under this Contract, these documents shall govern in order of precedence detailed above.

- E.7. Lobbying. The Contractor certifies, to the best of its knowledge and belief, that:

No federally appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, and entering into any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, grant, loan, or cooperative agreement, the Contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The Contractor shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-grants, subcontracts, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients of federally appropriated funds shall certify and disclose accordingly.

- E.8. Public Funding Notice. All notices, informational pamphlets, press releases, research reports, signs, and similar public notices prepared and released by the Contractor relative to this Contract shall include the statement, "This project is funded under an agreement with the State of Tennessee." Any such notices by the Contractor shall be approved by the State.

- E.9. Prohibited Advertising. The Contractor shall not refer to this Contract or the Contractor's relationship with the State hereunder in commercial advertising in such a manner as to state or imply that the Contractor or the Contractor's services are endorsed.
- E.10. Public Accountability. If this Contract involves the provision of services to citizens by the Contractor on behalf of the State, the Contractor agrees to establish a system through which recipients of services may present grievances about the operation of the service program, and the Contractor agrees to display a sign stating:
- "NOTICE: This Contractor is a recipient of taxpayer funding. If you observe an employee engaging in any activity which you consider to be illegal or improper, please call the State Comptroller's toll free hotline: 1-800-232-5454"
- Said sign shall be displayed in a prominent place, located near the passageway(s) through which the public passes to receive State funded services.
- E.11. Authorized Individuals. Each party hereto has provided the other party hereto with a list identifying the individuals from whom the other party is authorized to accept any notices, requests, demands, or other advice which may be given hereunder by the party providing such list. Said lists, which are attached hereto as Attachment B, shall be valid until revoked or amended by further written notice. The parties hereto shall only be entitled to rely on notices, requests, demands, or other advice given by such individuals.
- E.12. Date/Time Hold Harmless. As required by **Tennessee Code Annotated**, Section 12-4-118, the contractor shall hold harmless and indemnify the State of Tennessee; its officers and employees; and any agency or political subdivision of the State for any breach of contract caused directly or indirectly by the failure of computer software or any device containing a computer processor to accurately or properly recognize, calculate, display, sort or otherwise process dates or times.
- E.13. Hold Harmless. The Contractor agrees to indemnify and hold harmless the State of Tennessee as well as its officers, agents, and employees from and against any and all claims, liabilities, losses, and causes of action which may arise, accrue, or result to any person, firm, corporation, or other entity which may be injured or damaged as a result of acts, omissions, or negligence on the part of the Contractor, its employees, or any person acting for or on its or their behalf relating to this Contract. The Contractor further agrees it shall be liable for the reasonable cost of attorneys for the State in the event such service is necessitated to enforce the terms of this Contract or otherwise enforce the obligations of the Contractor to the State.
- In the event of any such suit or claim, the Contractor shall give the State immediate notice thereof and shall provide all assistance required by the State in the State's defense. The State shall give the Contractor written notice of any such claim or suit, and the Contractor shall have full right and obligation to conduct the Contractor's own defense thereof. Nothing contained herein shall be deemed to accord to the Contractor, through its attorney(s), the right to represent the State of Tennessee in any legal matter, such rights being governed by **Tennessee Code Annotated**, Section 8-6-106.
- E.14. Tennessee Consolidated Retirement System. The Contractor acknowledges and understands that, subject to statutory exceptions contained in **Tennessee Code Annotated**, Section 8-36-801, *et. seq.*, the law governing the Tennessee Consolidated Retirement System, provides that if a retired member returns to State employment, the member's retirement allowance is suspended during the period of the employment. Accordingly and notwithstanding any provision of this Contract to the contrary, the Contractor agrees that if it is later determined that the true nature of the working relationship between the Contractor and the State under this Contract is that of "employee/employer" and not that of an independent contractor, the Contractor may be required

to repay to the Tennessee Consolidated Retirement System the amount of retirement benefits the Contractor received from the Retirement System during the period of this Contract.

E.15. Debarment and Suspension. The Contractor certifies, to the best of its knowledge and belief, that it and its principals:

- a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal or State department or agency;
- b. have not within a three (3) year period preceding this Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offense in connection with obtaining attempting to obtain, or performing a public (Federal, State, or Local) transaction or grant under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
- c. are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or Local) with commission of any of the offenses detailed in section b. of this certification; and
- d. have not within a three (3) year period preceding this Contract had one or more public transactions (Federal, State, or Local) terminated for cause or default.

E.16 Confidentiality of Records. Strict standards of confidentiality of records and information shall be maintained in accordance with applicable state and federal law. All material and information, regardless of form, medium or method of communication, provided to the Contractor by the State or acquired by the Contractor on behalf of the State shall be regarded as confidential information in accordance with the provisions of applicable state and federal law, state and federal rules and regulations, departmental policy, and ethical standards. Such confidential information shall not be disclosed, and all necessary steps shall be taken by the Contractor to safeguard the confidentiality of such material or information in conformance with applicable state and federal law, state and federal rules and regulations, departmental policy, and ethical standards.

The Contractor's obligations under this section do not apply to information in the public domain; entering the public domain but not from a breach by the Contractor of this Contract; previously possessed by the Contractor without written obligations to the State to protect it; acquired by the Contractor without written restrictions against disclosure from a third party which, to the Contractor's knowledge, is free to disclose the information; independently developed by the Contractor without the use of the State's information; or, disclosed by the State to others without restrictions against disclosure. Nothing in this paragraph shall permit Contractor to disclose any information that is confidential under federal or state law or regulations, regardless of whether it has been disclosed or made available to the Contractor due to intentional or negligent actions or inactions of agents of the State or third parties.

It is expressly understood and agreed the obligations set forth in this section shall survive the termination of this Contract.

E.17 HIPAA Compliance. Contractor warrants to the State that it is familiar with the requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and its accompanying regulations, and will comply with all applicable HIPAA requirements in the course of this contract. Contractor warrants that it will cooperate with the State in the course of performance of the contract so that both parties will be in compliance with HIPAA, including cooperation and coordination with State privacy officials and other compliance officers required by HIPAA and its regulations. Contractor will sign any documents that are reasonably necessary to keep the State

and Contractor in compliance with HIPAA, including but not limited to business associate agreements.

IN WITNESS WHEREOF:

[CONTRACTOR LEGAL ENTITY NAME]:

[NAME AND TITLE] Date

DEPARTMENT OF FINANCE AND ADMINISTRATION:

M. D. Goetz, Jr., Commissioner Date

APPROVED:

DEPARTMENT OF FINANCE AND ADMINISTRATION:

M. D. Goetz, Jr., Commissioner Date

DEPARTMENT OF PERSONNEL:

Not applicable

Randy C. Camp, Commissioner Date

COMPTROLLER OF THE TREASURY:

John G. Morgan, Comptroller of the Treasury Date

ATTACHMENT A (ATTACHMENT 9.8 OF THE RFP)

AUTHORIZED INDIVIDUALS

AUTHORIZED STATE PERSONEL

NAME	TITLE
Gerald Davenport	Manager, Voice Services
Mickey Wray Gregory	Telecommunications Analyst IV

AUTHORIZED CONTRACTOR PERSONEL

NAME	TITLE
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ATTACHMENT 9.1**CERTIFICATION OF COMPLIANCE****RFP # 317.03.103-04 REISSUE**

Proposer Name

By indication of the authorized signature below, the Proposer does hereby make certification and assurance of the Proposer's compliance with:

- a) the laws of the State of Tennessee;
- b) Title VI of the federal Civil Rights Act of 1964;
- c) Title IX of the federal Education Amendments Act of 1972;
- d) the Equal Employment Opportunity Act and the regulations issued thereunder by the federal government;
- e) the Americans with Disabilities Act of 1990 and the regulations issued thereunder by the federal government;
- f) the condition that the submitted proposal was independently arrived at, without collusion, under penalty of perjury; and,
- g) the condition that no amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Proposer in connection with the Procurement under this RFP.

Proposer Signature**Date**

MONTHLY COST PROPOSAL FORMAT							
RFP # 317.03.103-04 REISSUE							
Proposer Name							
<p>NOTICE TO PROPOSER:</p> <p>The Proposer shall indicate below the offered price for providing all services proposed including all services as defined in the <i>pro forma</i> contract Scope of Services of the subject RFP. This Cost Proposal must specifically record below the exact cost amount(s) proposed in the appropriate space(s) as required herein. Said cost proposed must incorporate all cost for the proposed scope of services for the total contract period.</p> <p>The Cost Proposal shall detail only the cost proposed as required, and shall not detail any other rates, amounts, or information. It shall not detail any text that could be construed as a qualification of the cost proposed. If the Proposer fails to specify the Cost Proposal as required, the State shall determine the proposal to be nonresponsive and reject it.</p> <p>The proposer must sign and date the Cost Proposal.</p>							
<p>Attach to Attachment 9.2 a listing of all payphone and TDD equipment and services for which the Proposer may charge monthly rates. Listing should be in Excel format and include columns for Commodity Code (any item specific code), Item Name, Item Description and monthly rate for each, as shown below.</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25%;">COMMODITY CODE</td> <td style="width: 25%;">ITEM NAME</td> <td style="width: 25%;">ITEM DESCRIPTION</td> <td style="width: 25%;">MONTHLY RATE</td> </tr> </table>				COMMODITY CODE	ITEM NAME	ITEM DESCRIPTION	MONTHLY RATE
COMMODITY CODE	ITEM NAME	ITEM DESCRIPTION	MONTHLY RATE				
<p>Attach to Attachment 9.2 a description of the methodology for monthly rate reduction based on monthly revenue.</p>							
<p>Attach to Attachment 9.2 the completed monthly pricing for the Cost Proposal Evaluation Model in Attachment 9.9. This model is based on representative items needed under this contract, but may not include all possible items identified in the listing of payphone and TDD equipment and services for which the Proposer may charge monthly rates.</p>							

The proposed cost and the submitted technical proposal associated with this cost shall remain valid for at least 90 days subsequent to the date of the Cost Proposal opening and thereafter in accordance with any resulting contract between the Proposer and the State.

Proposer Signature

Date

ATTACHMENT 9.2A**INITIAL INSTALLATION / CONVERSION COST PROPOSAL FORMAT****RFP # 317.03.103-04 REISSUE**

Proposer Name
NOTICE TO PROPOSER:

The Proposer shall indicate below the offered price for providing all services proposed including all services as defined in the *pro forma* contract Scope of Services of the subject RFP. This Cost Proposal must specifically record below the exact cost amount(s) proposed in the appropriate space(s) as required herein. Said cost proposed must incorporate all cost for the proposed scope of services for the total contract period.

The Cost Proposal shall detail only the cost proposed as required, and shall not detail any other rates, amounts, or information. It shall not detail any text that could be construed as a qualification of the cost proposed. If the Proposer fails to specify the Cost Proposal as required, the State shall determine the proposal to be nonresponsive and reject it.

The proposer must sign and date the Cost Proposal.

Attach to Attachment 9.2A a listing of all payphone locations documented in Attachment 9.8 and the one time, initial installation / conversion cost for each. Listing should be in Excel format.
--

Total one time, initial installation / conversion cost for locations and equipment documented in Attachment 9.8.	
--	--

	[\$NUMBER]
--	------------

The proposed cost and the submitted technical proposal associated with this cost shall remain valid for at least 90 days subsequent to the date of the Cost Proposal opening and thereafter in accordance with any resulting contract between the Proposer and the State.

Proposer Signature

Date

ADD, MOVE AND CHANGE INSTALLATION COST PROPOSAL FORMAT

RFP # 317.03.103-04 REISSUE

 Proposer Name
NOTICE TO PROPOSER:

The Proposer shall indicate below the offered price for providing all services proposed including all services as defined in the *pro forma* contract Scope of Services of the subject RFP. This Cost Proposal must specifically record below the exact cost amount(s) proposed in the appropriate space(s) as required herein. Said cost proposed must incorporate all cost for the proposed scope of services for the total contract period.

The Cost Proposal shall detail only the cost proposed as required, and shall not detail any other rates, amounts, or information. It shall not detail any text that could be construed as a qualification of the cost proposed. If the Proposer fails to specify the Cost Proposal as required, the State shall determine the proposal to be nonresponsive and reject it.

The proposer must sign and date the Cost Proposal.

Attach to Attachment 9.2B a listing of all payphone and TDD equipment and services for which the Proposer may charge Add, Move, and Change charges. Listing should be in Excel format and include columns for Commodity Code (any item specific code), Item Name, Item Description and monthly rate for each, as shown below.

COMMODITY CODE	ITEM NAME	ITEM DESCRIPTION	ADD, MOVE, CHANGE CHARGE
----------------	-----------	------------------	--------------------------

Attach to Attachment 9.2B the completed Add, Move, Change pricing in the Cost Proposal Evaluation Model in Attachment 9.9. This model is based on representative items needed under this contract, but may not include all possible items identified in the listing of payphone and TDD equipment and services for which the Proposer may charge Add, Move, Change rates.

The proposed cost and the submitted technical proposal associated with this cost shall remain valid for at least 90 days subsequent to the date of the Cost Proposal opening and thereafter in accordance with any resulting contract between the Proposer and the State.

 Proposer Signature

 Date

COMMISSION PROPOSAL FORMAT

RFP # 317.03.103-04 REISSUE

 Proposer Name
NOTICE TO PROPOSER:

The Proposer shall indicate below the offered price for providing all services proposed including all services as defined in the *pro forma* contract Scope of Services of the subject RFP. This Cost Proposal must specifically record below the exact cost amount(s) proposed in the appropriate space(s) as required herein. Said cost proposed must incorporate all cost for the proposed scope of services for the total contract period.

The Cost Proposal shall detail only the cost proposed as required, and shall not detail any other rates, amounts, or information. It shall not detail any text that could be construed as a qualification of the cost proposed. If the Proposer fails to specify the Cost Proposal as required, the State shall determine the proposal to be nonresponsive and reject it.

The proposer must sign and date the Cost Proposal.

COMMISSION PERCENTAGE

Percentage paid to the State on all payphone revenue	[PERCENTAGE]
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The proposed cost and the submitted technical proposal associated with this cost shall remain valid for at least 90 days subsequent to the date of the Cost Proposal opening and thereafter in accordance with any resulting contract between the Proposer and the State.

 Proposer Signature

 Date

TECHNICAL PROPOSAL EVALUATION FORMAT

RFP # 317.03.103-04 REISSUE

Proposer Name

Evaluator

Date

PROPOSAL EVALUATIONS CATEGORY (AND RELATED CRITERIA)	SCORE
<u>General Proposer Qualifications and Experience (Maximum Points: 25)</u> <ul style="list-style-type: none"> - Contractor credentials - Proposer's background including an organizational history - whether the Proposer or any of the Proposer's employees, agents, independent contractors, or subcontractors have been convicted of, pled guilty to, or pled <i>nolo contendere</i> to any felony - pending litigation against the Proposer - bankruptcy or insolvency proceedings - organizational chart highlighting key personnel assigned to accomplish the work called for in this RFP - proposed project team, members, and organizational structure - personnel roster and resumes of key people assigned to the proposed project - performance of current contractual relationships with the State of Tennessee or those completed within the previous five year period - customer references for similar projects representing both the three largest accounts currently serviced by the Contractor and three completed projects 	
<u>Technical Approach (Maximum Points: 25)</u> <ul style="list-style-type: none"> - Contractor's understanding of the requirements of the project and the project schedule - how the Proposer will complete the scope of services as required - how the Proposer will manage the project and ensure completion of the scope of services as required - call time methodology including minimum and incremental timing for billing 	
TOTAL TECHNICAL PROPOSAL SCORE:	

MONTHLY COST PROPOSAL EVALUATION FORMAT

RFP # 317.03.103-04 REISSUE

Proposer Name

RFP Coordinator

Date

The RFP Coordinator shall use the following evaluation model to calculate a "TOTAL MONTHLY COST" for evaluation purposes.

DELIVERABLES	TOTAL MONTHLY COST
Proposed total Monthly pricing for the Cost Proposal Evaluation Model in Attachment 9.9.	

The RFP Coordinator shall use the proposed monthly cost for evaluation amount derived from the cost proposal evaluation model and the following formula to calculate the **SCORE** for the subject monthly cost proposal (calculations shall result in numbers rounded to two decimal places).

$$\frac{\text{lowest proposed Monthly cost for evaluation}}{\text{proposed Monthly cost for evaluation being evaluated}} \times \text{maximum Monthly cost points} = \text{SCORE of Monthly cost proposal being evaluated}$$

1. Lowest total proposed monthly cost amount from <u>all</u> proposals:	
2. The total proposed monthly cost for <u>this</u> proposal:	
3. The amount calculated by dividing the amount in row #1 by the amount in row #2:	
4. The maximum number of points that shall be awarded for the Monthly Cost Proposal category:	15

5. MONTHLY COST PROPOSAL SCORE -- the product calculated by multiplying the amount in row #3 by the number in row #4:	
--	--

ATTACHMENT 9.4A

INITIAL INSTALLATION / CONVERSION COST PROPOSAL EVALUATION FORMAT

RFP # 317.03.103-04 REISSUE

Proposer Name

RFP Coordinator

Date

PROPOSED INITIAL INSTALLATION / CONVERSION COST FOR EVALUATION:	[AMOUNT DERIVED FROM SUBJECT INITIAL INSTALLATION / CONVERSION COST PROPOSAL]
--	--

The RFP Coordinator shall use the proposed initial installation / conversion cost for evaluation amount derived from cost proposals and the following formula to calculate the **SCORE** for the subject cost proposal (calculations shall result in numbers rounded to two decimal places).

$$\frac{\text{lowest proposed Initial Installation / Conversion cost for evaluation}}{\text{proposed Initial Installation / Conversion cost for evaluation being evaluated}} \times \text{maximum Initial Installation / Conversion cost points} = \text{SCORE of Initial Installation / Conversion cost proposal being evaluated}$$

6. Lowest total proposed initial installation / conversion cost amount from <u>all</u> proposals:	
7. The total proposed initial installation / conversion cost for <u>this</u> proposal:	
8. The amount calculated by dividing the amount in row #1 by the amount in row #2:	
9. The maximum number of points that shall be awarded for the Initial Installation / Conversion Cost Proposal category:	10

10. INITIAL INSTALLATION / CONVERSION COST PROPOSAL SCORE -- the product calculated by multiplying the amount in row #3 by the number in row #4:	
---	--

ATTACHMENT 9.4B**ADD, MOVE, CHANGE INSTALLATION COST PROPOSAL EVALUATION FORMAT****RFP # 317.03.103-04 REISSUE**

Proposer Name

RFP Coordinator

Date

The RFP Coordinator shall use the following evaluation model to calculate a "TOTAL COST" for evaluation purposes.

DELIVERABLES	TOTAL ADD, MOVE, CHANGE INSTALLATION COST
Total proposed add, move change installation cost for the Cost Proposal Evaluation Model in Attachment 9.9.	

The RFP Coordinator shall use the proposed add, move, change installation cost for evaluation amount derived from cost proposals and the following formula to calculate the **SCORE** for the subject cost proposal (calculations shall result in numbers rounded to two decimal places).

$$\frac{\text{lowest proposed Add, Move, Change cost for evaluation}}{\text{proposed Add, Move, Change cost for evaluation being evaluated}} \times \text{maximum Add, Move, Change cost points} = \text{SCORE of Add, Move, Change cost proposal being evaluated}$$

11. Lowest total proposed Add, Move, Change cost amount from <u>all</u> proposals:	
12. The total proposed add, move, change cost for <u>this</u> proposal:	
13. The amount calculated by dividing the amount in row #1 by the amount in row #2:	
14. The maximum number of points that shall be awarded for the Add, Move, Change Cost Proposal category:	10

15. ADD, MOVE, CHANGE COST PROPOSAL SCORE -- the product calculated by multiplying the amount in row #3 by the number in row #4:	
--	--

ATTACHMENT 9.4C

COMMISSION PERCENTAGE PROPOSAL EVALUATION FORMAT

RFP # 317.03.103-04 REISSUE

Proposer Name

RFP Coordinator

Date

PROPOSED COMMISSION PERCENTAGE FOR EVALUATION:	[COMMISSION PERCENTAGE AS STATED IN PROPOSAL]
---	--

The RFP Coordinator shall use the proposed commission for evaluation amount derived from commission proposals and the following formula to calculate the **SCORE** for the subject commission proposal (calculations shall result in numbers rounded to two decimal places).

$$\frac{\text{proposed commission percentage for evaluation}}{\text{Highest proposed commission percentage for evaluation being evaluated}} \times \text{maximum commission percentage points} = \text{SCORE of commission percentage proposal being evaluated}$$

16. The total proposed commission percentage for <u>this</u> proposal:	
17. Highest total proposed commission percentage from <u>all</u> proposals:	
18. The amount calculated by dividing the amount in row #1 by the amount in row #2:	
19. The maximum number of points that shall be awarded for the Commission Percentage Proposal category:	15
20. COMMISSION PERCENTAGE PROPOSAL SCORE -- the product calculated by multiplying the amount in row #3 by the number in row #4:	

ATTACHMENT 9.5

PROPOSAL SCORE SUMMARY MATRIX
RFP # 317.03.103-04 REISSUE

[SIGNATURE]

RFP Coordinator

Date

	[PROPOSER NAME]	[PROPOSER NAME]	[PROPOSER NAME]
QUALIFICATIONS AND EXPERIENCE Maximum Points: 25			
[EVALUATOR NAME]			
[EVALUATOR NAME]			
[EVALUATOR NAME]			
[EVALUATOR NAME]			
[EVALUATOR NAME]			
AVERAGE SCORE:		AVERAGE SCORE:	
TECHNICAL APPROACH Maximum Points: 25			
[EVALUATOR NAME]			
[EVALUATOR NAME]			
[EVALUATOR NAME]			
[EVALUATOR NAME]			
[EVALUATOR NAME]			
AVERAGE SCORE:		AVERAGE SCORE:	
MONTHLY COST PROPOSAL Maximum Points: 15			
SCORE:		SCORE:	
INITIAL INSTALLATION / CONVERSION COST PROPOSAL Maximum Points: 10			
SCORE:		SCORE:	

ADD, MOVE, CHANGE INSTALLATION COST PROPOSAL Maximum Points: 10							
SCORE:			SCORE:			SCORE:	
COMMISSION PROPOSAL Maximum Points: 15							
SCORE:			SCORE:			SCORE:	
PROPOSAL SCORE (Maximum 100 Points)							
TOTAL SCORE:			TOTAL SCORE:			TOTAL SCORE:	

NOTE: Use as many sheets as necessary to summarize scores for all Proposers evaluated.

ATTACHMENT 9.6



**STATE OF TENNESSEE
DEPARTMENT OF FINANCE AND ADMINISTRATION
OFFICE FOR INFORMATION RESOURCES
312 EIGHTH AVENUE NORTH
SUITE 1600, TENNESSEE TOWER
NASHVILLE, TENNESSEE 37243-0288
(615) 741-3700
FAX (615) 532-0471**

[DATE]

[NAME]
[COMPANY NAME]
[STREET ADDRESS]
[CITY, STATE, ZIP]

Dear [NAME],

Thank you for your proposal in response to RFP number 317.03.103-04 REISSUE. The state has completed its evaluation of proposals in response to this Request for Proposals, and the subject procurement records are open for public inspection.

[NAME OF APPARENT BEST EVALUATED PROPOSER] is the apparent best evaluated proposer that the state will consider for contract award. This notice is NOT an acceptance of any offer, and the state retains the right to reject any proposal.

In accordance with the subject RFP and state law, this notice shall NOT create rights, interests, or claims of entitlement in the apparent best evaluated proposer or any vendor. No vendor shall acquire any such right unless and until a contract is fully signed by all appropriate state officials.

We appreciate your interest in providing services to the State of Tennessee and hope that you will respond to future Requests for Proposals.

Sincerely,

[AGENCY HEAD SIGNATURE]

PERFORMANCE BOND

The Surety Company issuing bond shall be licensed to transact business in the State of Tennessee by the Tennessee Department of Commerce and Insurance. Bonds shall be certified and current Power-of-Attorney for the Surety's Attorney-in-Fact attached.

KNOW ALL BY THESE PRESENTS:

That we,

(Name of Principal)

(Address of Principal)

as Principal, hereinafter called the Principal, and

(Name of Surety)

(Address of Surety)

as Surety, hereinafter called the Surety, do hereby acknowledge ourselves indebted and securely bound and held unto the State of Tennessee as Obligee, hereinafter called the Obligee, and in the penal sum of

One Hundred Thousand Dollars (\$ 100,000.00)

Good and lawful money of the United States of America, for the use and benefit of those entitled thereto, for the payment of which, well and truly to be made, we bind ourselves, our heirs, our administrators, executors, successors, and assigns, jointly and severally, firmly by these presents.

BUT THE CONDITION OF THE FOREGOING OBLIGATION OR BOND IS THIS:

WHEREAS, the Obligee has engaged the Principal for a sum not to exceed

(Contract Maximum Liability)

to complete Work detailed in the Scope of Services detailed in the State of Tennessee Request for Proposals bearing the RFP Number:

RFP Number **317.03.103-04 REISSUE**

and further detailed in a written Contract bearing the Contract Number (assigned by the State of Tennessee):

(Contract Number)

A copy of which said Request for Proposals and Contract are by reference hereby made a part hereof, as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, if the Principal shall fully and faithfully perform all undertakings and obligations under the Contract hereinbefore referred to and shall fully indemnify and hold harmless the Obligees from all costs and damage whatsoever which it may suffer by reason of any failure on the part of the Principal to do so, and shall fully reimburse and repay the Obligees any and all outlay and expense which it may incur in making good any such default, and shall fully pay for all of the labor, material, and Work used by the Principal and any immediate or remote sub-contractor or furnisher of material under the Principal in the performance of said Contract, in lawful money of the United States of America, as the same shall become due, then this obligation or bond shall be null and void, otherwise to remain in full force and effect.

AND for value received, it is hereby stipulated and agreed that no change, extension of time, alteration, or addition to the terms of the Contract or the Work to be performed thereunder or the specifications accompanying the same shall in any wise affect the obligation under this bond, and notice is hereby waived of any such change, extension of time, alteration, or addition to the terms of the Contract or the Work or the specifications.

IN WITNESS WHEREOF the Principal has hereunto affixed its signature and Surety has hereunto caused to be affixed its corporate signature and seal, by its duly authorized officers, on this

_____ day of _____, _____.

WITNESS:

(Name of Principal)

(Name of Surety)

(Authorized Signature of Principal)

(Signature of Attorney-in-Fact)

(Name of Signatory)

(Name of Attorney-in-Fact)

(Title of Signatory)

(Tennessee License Number of Surety)